

# CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209



## AGENDA FOR THE REGULAR MEETING OF THE

### CITY COUNCIL

### SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

### HOUSING AUTHORITY

**JANUARY 23, 2019**

**5:30 P.M. - CLOSED SESSION**

**6:30 P.M. - OPEN SESSION**

### IRWINDALE CITY HALL / COUNCIL CHAMBER

### CLOSED SESSION – CITY HALL CONFERENCE ROOM REGULAR MEETING – CITY HALL COUNCIL CHAMBER

**Spontaneous Communications:** The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters not listed on the agenda during the Spontaneous Communications period.

Pursuant to provisions of the **Brown Act**, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

**Americans with Disabilities Act:** In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Chief Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

**Note:** Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).



## Code of Ethics

As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

*IRWINDALE CITY COUNCIL*



**CLOSED SESSION – 5:30 P.M.**1. Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

- A) Property: United Rock Products Corporation Pit #3  
Negotiating Parties: City of Irwindale & United Rock Products Corp.  
Under Negotiations: Price and terms of potential acquisition  
Conflict of Interest: None
- B) Property: 16124 Central Street  
Negotiating Parties: Housing Authority and Joseph V. Rodriguez II  
Under Negotiations: Possible Acquisition  
Conflict of Interest: Ambriz
- C) Property: 4826 Baca Avenue  
Negotiating Parties: Housing Authority and IMD Enterprises, LLC  
Under Negotiation: Price and Terms  
Conflict of Interest: None
- D) Property: 5134 Irwindale Avenue  
Negotiating Parties: Housing Authority and IMD  
Under Negotiation: Price and terms  
Conflict of Interest: None

2. Conference with Legal Counsel – Threat of Litigation

Threat of Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9

Number of cases: One

3. Public Employee Performance Evaluation

Pursuant to California Government Code Section 54957

Title: City Manager

**ADJOURN**

**OPEN SESSION – 6:30 P.M.**

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. INVOCATION**
- D. ROLL CALL: Councilmembers: Mark A. Breceda, Manuel R. Garcia, H. Manuel Ortiz;  
Mayor Pro Tem Larry G. Burrola; Mayor Albert F. Ambriz**
- E. REPORT FROM CLOSED SESSION**
- F. CHANGES TO THE AGENDA**
- G. COUNCIL MEMBER TRAVEL REPORTS**
- H. ANNOUNCEMENTS**
- I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**
- J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**
  - 1. Chamber of Commerce Business of the Month – Irwindale Lions Club

**SPONTANEOUS COMMUNICATIONS**

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 2 minutes and each subject limited to 6 minutes, unless such time limits are extended.

**1. CONSENT CALENDAR**

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held December 12, 2018

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Investment Quarterly Report for December 31, 2018 (Joint Item on Successor Agency and Housing Authority)

Recommendation: Receive and file the Investment Quarterly Report for December 31, 2018.

D. Destruction of City Records

Recommendation: Receive and file the list of records, which are eligible for destruction, as they have surpassed their retention periods, per City's adopted Records Retention Schedule.

E. Declaration of Surplus Vehicles and Equipment

Recommendation: Deem the vehicles and equipment described in the list as surplus vehicles and equipment and authorize the City Manager or his designee to dispose of the property in accordance with Section 3.44.150 of the Irwindale Municipal Code.

F. Acceptance of Improvements for the City Council Chamber's Audio/Visual System Equipment Installed by Western Audio Visual

Recommendation: (1) Ratify the changes in work and accept the improvements for the City Council Chamber's Audio / Visual System Equipment installed by Western Audio Visual; (2) approve the final contract amount of \$61,654.76.

G. Approval of Memorandum of Understanding for Statewide Electronic Courier Universal Recording Environment (SECURE)

Recommendation: Authorize the City Manager to execute the Memorandum of Understanding for the Statewide Electronic Courier Universal Recording Environment (SECURE).

- H. Request to Approve a Professional Consulting Contract with ECorp Consulting, Inc. for the preparation of CEQA documents (Initial Study and Mitigated Negative Declaration or Environmental Impact Report) for the construction of a stand-alone concrete tilt-up building totaling approximately 528,710 square feet for warehouse and office use, associated parking and landscaping located at 13131 Los Angeles Street (APN 8535-020-007 per the 2018 Assessor's Parcel Map)

Recommendation: Approve the contract with ECorp Consulting, Inc. for the preparation of an Initial Study and Mitigated Negative Declaration or Environmental Impact Report to be prepared in association with a land use entitlement application for property located at 13131 Los Angeles Street, Irwindale.

**2. NEW BUSINESS**

- A. County of Los Angeles Department of Animal Care and Control Increased Costs for Contract Cities

Recommendation: Authorize the Mayor to sign and deliver a letter to Ms. Sachi A. Hamai, Chief Executive Officer for the County of Los Angeles regarding the County of Los Angeles Animal Care and Control's increase costs for contract cities, including Irwindale.

- B. Acceptance of Manning Pit Remediation and Grading Project

Recommendation: (1) Accept the work performed by Windrow Earth Transport Inc. for the Manning Pit Remediation and Grading Project; and (2) authorize staff to prepare the project closure package for the Manning Pit, formerly known as Irwindale Pit No. 1.

**3. PUBLIC HEARINGS**

**4. CITY MANAGER'S REPORT**

**5. ADJOURN**

**SUCCESSOR AGENCY TO THE IRWINDALE  
COMMUNITY REDEVELOPMENT AGENCY**

- A. Report from Closed Session

**SPONTANEOUS COMMUNICATIONS**

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Successor Agency are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

**1. CONSENT CALENDAR**

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held December 12, 2018

B. Warrants

Recommendation: Approve

C. Investment Quarterly Report for December 31, 2018 (Joint Item on City Council and Housing Authority)

Recommendation: Receive and file the Investment Quarterly Report for December 31, 2018.

**2. NEW BUSINESS**

**3. PUBLIC HEARINGS**

**4. ADJOURN**

**HOUSING AUTHORITY**

A. Report from Closed Session

**SPONTANEOUS COMMUNICATIONS**

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Housing Authority are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

**1. CONSENT CALENDAR**

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held December 12, 2018

B. Release of Faithful Performance Bonds for Mayans Housing Development Phases 1 and 2

Recommendation: Approve the release of faithful performance bonds for the Mayans Housing Development Phases 1 and 2.

- C. Investment Quarterly Report for December 31, 2018 (Joint Item on City Council and Successor Agency)

Recommendation: Receive and file the Investment Quarterly Report for December 31, 2018.

2. **NEW BUSINESS**
3. **PUBLIC HEARINGS**
4. **ADJOURN**

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency and Housing Authority, to be held on January 23, 2019 be posted at the City Hall, Library, and Post Office on January 17, 2019.

*Laura M. Nieto, MMC*

Laura M. Nieto, MMC  
Chief Deputy City Clerk



IRWINDALE CITY COUNCIL CHAMBERS  
5050 N. IRWINDALE AVENUE  
IRWINDALE, CALIFORNIA 91706

Item 1A1

DECEMBER 12, 2018  
WEDNESDAY  
6:00 P.M.

The Irwindale **CITY COUNCIL** met in regular session at the above time and place.

**ROLL CALL:**

Present: Councilmembers Larry G. Burrola, H. Manuel Ortiz;  
Mayor Pro Tem Albert F. Ambriz; Mayor Mark A. Breceda

Absent: Councilmember Manuel R. Garcia

Also present: William Tam, City Manager; Fred Galante, City Attorney; Ty Henshaw, Police Chief; Eva Carreon, Director of Finance; Arsanious Hanna, City Engineer; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

**RECESS TO  
CLOSED SESSION**

At 6:00 p.m., the City Council recessed to Closed Session to discuss the following:

Conference with Real Property Negotiator  
Pursuant to California Government Code Section 54956.8

Property: United Rock Products Corp. Pit #3  
Negotiating Parties: City of Irwindale & United Rock Products Corp.  
Under Negotiation: Price and terms of potential acquisition

ACTION: Not discussed

**RECONVENE IN  
OPEN SESSION**

At 6:30 p.m., the City Council reconvened in Open Session.

**CHANGES TO THE  
AGENDA**

None.

**COUNCILMEMBER  
TRAVEL REPORTS**

None.

**DECLARING RESULTS  
OF NOVEMBER 6,  
2018, ELECTION –  
RESOLUTION**

DECLARING RESULTS OF NOVEMBER 6, 2018, ELECTION –  
RESOLUTION NO. 2018-88-3082

CITY MANAGER TAM

City Manager Tam discussed the staff report.

RESOLUTION NO.  
2018-88-3082  
ADOPTED

**Resolution No. 2018-88-3082**, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 6, 2018, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW,” was passed, approved, and adopted, on

the motion of Councilmember Ortiz, seconded by Mayor Breceda, and unanimously approved; Councilmember Garcia absent.

**ADMINISTRATION OF  
OATHS OF OFFICE TO  
HECTOR "MANUEL"  
ORTIZ AND ALBERT  
F. AMBRIZ**

**ADMINISTRATION OF OATHS OF OFFICE TO HECTOR  
"MANUEL" ORTIZ AND ALBERT F. AMBRIZ**

The administration of oaths were conducted.

COUNCILMEMBER  
ORTIZ

Councilmember Ortiz thanked everyone that supported him during his campaign and committed to improving the community.

MAYOR PRO TEM  
AMBRIZ

Mayor Pro Tem Ambriz expressed his appreciation of everyone that supported him on his reelection efforts.

**REORGANIZATION OF  
CITY COUNCIL**

**REORGANIZATION OF CITY COUNCIL**

MAYOR BRECEDA

Mayor Breceda requested to table this matter, as well as a few other matters on this agenda, to a special meeting tomorrow or Friday so that the full Council could be present to vote on the matters.

CITY ATTORNEY  
GALANTE

City Attorney Galante indicated that there would be no significant repercussions in postponing the matter.

COUNCILMEMBER  
BURROLA

Responding to a question by Councilmember Burrola, City Attorney Galante explained the Council's options in tabling this matter.

MOTION

A motion was made by Mayor Breceda, seconded by Mayor Pro Tem Ambriz, to postpone Agenda Item Nos. J, 2A, 2B, 2C, and 2D, to a special meeting to be held Friday. The motion was unanimously approved; Councilmember Garcia absent.

**PROCLAMATIONS /  
PRESENTATIONS /  
COMMENDATIONS**

CHAMBER OF  
COMMERCE BUSINESS  
OF THE MONTH FOR  
NOVEMBER – ARROW  
AUTOMOTIVE

**CHAMBER OF COMMERCE BUSINESS OF THE MONTH FOR  
NOVEMBER – ARROW AUTOMOTIVE**

The presentation was deferred to a future meeting.

CHAMBER OF  
COMMERCE BUSINESS  
OF THE MONTH FOR  
DECEMBER – HOPE  
CAFÉ

**CHAMBER OF COMMERCE BUSINESS OF THE MONTH FOR  
DECEMBER – HOPE CAFÉ**

The presentation was deferred to a future meeting.

PRESENTATION TO  
IRWINDALE CHAMBER  
OF COMMERCE  
PRESIDENT / CEO  
MARLENE CARNEY

PRESENTATION TO IRWINDALE CHAMBER OF COMMERCE  
PRESIDENT / CEO MARLENE CARNEY

The presentation was made.

**ANNOUNCEMENTS**

COUNCILMEMBER  
ORTIZ

Councilmember Ortiz thanked Chief Henshaw and the Irwindale Police Department for the services it provided during the recent Our Lady of Guadalupe Church procession, and advised that the L.A. County Homeless Initiative will be installing temporary mobile showers for the homeless individuals near Lario Park, and encouraged individuals to serve as volunteers to assist with this project.

COUNCILMEMBER  
BURROLA

Councilmember Burrola congratulated Councilmember Ortiz and Mayor Pro Tem Ambriz on being reelected and commended them for their commitment to serve the community.

**INTRODUCTION OF  
NEW EMPLOYEES /  
PROMOTIONS**

None.

**SPONTANEOUS  
COMMUNICATIONS**

JAKE SMITH

Jake Smith, Vice President of Leasing and Development of Duke Realty, indicated that the company has purchased property in Irwindale and that his employees will soon be volunteering at Cory's Kitchen, and invited the Council and staff to visit.

DAVID MUSE

David Muse congratulated Councilmember Ortiz and Mayor Pro Tem Ambriz on being reelected and spoke on the Valley County Water District's election results.

MARGARITA VARGAS

Margarita Vargas congratulated Councilmember Ortiz and Mayor Pro Tem Ambriz on their reelection.

**CONSENT CALENDAR**

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Councilmember Garcia absent.

ITEM NO. 1A  
MINUTES

MINUTES

The following minutes were approved as presented:

- 1) Regular meeting held October 24, 2018
- 2) Regular meeting held November 14, 2018

ITEM NO. 1B  
WARRANTS / DEMANDS

WARRANTS / DEMANDS

The warrants / demands / were approved.

ITEM NO. 1C  
CONSIDERATION OF  
REJECTION OF BIDS  
RECEIVED FOR THE  
SENIOR CENTER  
IMPROVEMENTS  
PROJECT; P-971

CONSIDERATION OF REJECTION OF BIDS RECEIVED FOR THE  
SENIOR CENTER IMPROVEMENTS PROJECT; P-971

1) All bids for the Senior Center Improvements Project were rejected; 2) the City Engineer was directed to modify the plans and specifications of this project; and 3) the City Engineer was directed to re-advertise this project.

ITEM NO. 1D  
AWARD OF  
CONTRACT FOR THE  
LIMITED VOLUME  
TRANSFER STATION  
LOCATED AT THE N/W  
CORNER OF LOS  
ANGELES STREET  
AND AZUSA CANYON  
ROAD; P-986

AWARD OF CONTRACT FOR THE LIMITED VOLUME TRANSFER  
STATION LOCATED AT THE N/W CORNER OF LOS ANGELES  
STREET AND AZUSA CANYON ROAD; P-986

1) The City Council was authorized to enter into an agreement with Gentry General Engineering, Inc. in the amount of \$372,795 for the Limited Volume Transfer Station project; 2) a 10% project contingency in the amount of \$37,280 was approved to cover any unforeseeable conditions that may arise during construction, and 3)

RESOLUTION NO.  
2018-89-3083  
ADOPTED

**Resolution No. 2018-89-3083**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE APPROPRIATION OF \$250,000 FOR THE CONSTRUCTION OF A LIMITED VOLUME TRANSFER STATION AT THE NORTHWEST CORNER OF LOS ANGELES STREET AND AZUSA CANYON ROAD," was adopted.

ITEM NO. 1E  
2<sup>ND</sup> READING OF  
ORDINANCE NO. 731

2<sup>ND</sup> READING OF ORDINANCE NO. 731

ORDINANCE NO. 731  
ADOPTED ON  
SECOND READING

**Ordinance No. 731**, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 9.16.020 OF THE CITY OF IRWINDALE MUNICIPAL CODE TO PROHIBIT DOGS WITHIN FIFTEEN FEET OF DESIGNATED SCHOOL BUS ZONES DURING THE FIFTEEN MINUTES BEFORE AND AFTER DESIGNATED

PICK-UP AND DROP-OFF TIMES," was adopted on second reading.

ITEM NO. 1F  
BALLISTIC VEST  
PARTNERSHIP GRANT  
PARTICIPATION

BALLISTIC VEST PARTNERSHIP GRANT PARTICIPATION

RESOLUTION NO.  
2018-82-3076  
ADOPTED

**Resolution No. 2018-82-3076**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE POLICE DEPARTMENT'S PARTICIPATION IN AN ANNUAL BALLISTIC VEST PARTNERSHIP GRANT OFFERED BY THE U.S. DEPARTMENT OF JUSTICE, AND APPROVING AN ADDITIONAL APPROPRIATION FOR RECORDING THE REVENUE AND ADDITIONAL APPROPRIATION FOR RECORDING THE REVENUE AND ADDITIONAL APPROPRIATION FOR THIS GRANT IN THE CITY OF IRWINDALE'S GENERAL FUND," was adopted, thereby authorizing the Police Department to continue to seek reimbursement for ballistic vest cost through the U.S. Department of Justice Ballistic Vest Partnership Grant Act of 1998.

ITEM NO. 1G  
CONSIDERATION OF  
DONATION REQUEST  
TO MADIA (MONROVIA,  
ARCADIA, DUARTE,  
IRWINDALE, AZUSA)  
TECH LAUNCH

CONSIDERATION OF DONATION REQUEST TO MADIA  
(MONROVIA, ARCADIA, DUARTE, IRWINDALE, AZUSA) TECH  
LAUNCH

RESOLUTION NO.  
2018-80-3074  
ADOPTED

**Resolution No. 2018-80-3074**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING A MONETARY DONATION IN THE AMOUNT OF \$600 TO MADIA TECH LAUNCH 501(C)(3) NON PROFIT ORGANIZATION," was adopted.

ITEM NO. 1H  
RETROACTIVELY  
APPROVE A FEE  
WAIVER FOR THE  
TOURNAMENT OF  
ROSES WAIVING CITY  
TRANSPORTATION /  
OVERSIZED VEHICLE  
FEES

RETROACTIVELY APPROVE A FEE WAIVER FOR THE  
TOURNAMENT OF ROSES WAIVING CITY TRANSPORTATION /  
OVERSIZED VEHICLE FEES

RESOLUTION NO.  
2018-81-3075  
ADOPTED

**Resolution No. 2018-81-3075**, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RETROACTIVELY APPROVING A FEE WAIVER FOR THE PASADENA TOURNAMENT OF ROSES 501(C)(3) NON PROFIT ORGANIZATION, WAIVING CITY TRANSPORTATION / OVERSIZED VEHICLE FEES,” was adopted.

ITEM NO. 11  
ACCEPTANCE OF  
PUBLIC WORKS  
CONSTRUCTION  
CONTRACT AND  
APPROPRIATION OF  
FUNDS / 2017/2018  
RESURFACING  
PROJECT FOR  
IRWINDALE AVENUE  
FROM ARROW  
HIGHWAY TO  
CYPRESS STREET  
WITHIN THE CITY OF  
IRWINDALE; 0953

ACCEPTANCE OF PUBLIC WORKS CONSTRUCTION  
CONTRACT AND APPROPRIATION OF FUNDS / 2017/2018  
RESURFACING PROJECT FOR IRWINDALE AVENUE FROM  
ARROW HIGHWAY TO CYPRESS STREET WITHIN THE CITY OF  
IRWINDALE; P953

1) Changes in work were ratified and the improvements and maintenance responsibility for the 2017/2018 Resurfacing Project, which includes Irwindale Avenue from Arrow Highway to Cypress Street, Morada Street, Hidalgo Street, and Cypress Street west of Irwindale Avenue to the Big Dalton Wash Bridge within the City of Irwindale, were ratified; 2)

RESOLUTION NO.  
2018-90-3084  
ADOPTED

**Resolution No. 2018-90-3084**, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING \$6,015 FROM SPECIAL MINING RESERVES TO FINALIZE THE 2017/2018 RESURFACING PROJECT,” was adopted,

3) The final construction, construction management, and inspection services contract amount of \$411,761.74, was approved, 4) the City Clerk was authorized to record the Notice of Completion, and 5) the Finance Director was authorized to release the retention amount of \$35,906.42 for the construction project.

## END OF CONSENT CALENDAR

## NEW BUSINESS

ITEM NO. 2A  
MAYOR'S  
APPOINTMENTS OF  
ALTERNATES AND  
DELEGATES

MAYOR'S APPOINTMENTS OF ALTERNATES AND DELEGATES

This item was tabled to the meeting of December 14, 2018.

ITEM NO. 2B                      APPOINTMENT OF PARKS & RECREATION COMMISSIONERS  
APPOINTMENT OF  
PARKS & RECREATION      This item was tabled to the meeting of December 14, 2018.  
COMMISSIONERS

ITEM NO. 2C                      APPOINTMENT OF PLANNING COMMISSIONERS  
APPOINTMENT OF  
PLANNING                      This item was tabled to the meeting of December 14, 2018.  
COMMISSIONERS

ITEM NO. 2D                      APPOINTMENT OF SENIOR CITIZEN COMMISSIONERS  
APPOINTMENT OF  
SENIOR CITIZEN              This item was tabled to the meeting of December 14, 2018.  
COMMISSIONERS

ITEM NO. 2E                      REQUEST TO APPROVE THE AMENDED AND RESTATED  
REQUEST TO                      MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE  
APPROVE THE                      CITY OF IRWINDALE AND THE CITY OF AZUSA FOR THE  
AMENDED AND                      DEVELOPMENT OF THE CITY OF IRWINDALE-OWNED NORTH  
RESTATED MOU                      KINCAID PIT, WHICH IS LOCATED WITHIN THE BOUNDARIES  
BETWEEN THE CITY                      OF BOTH JURISDICTIONS  
OF IRWINDALE AND  
THE CITY OF AZUSA  
FOR THE  
DEVELOPMENT OF  
THE CITY OF  
IRWINDALE-OWNED  
NORTH KINCAID PIT,  
WHICH IS LOCATED  
WITHIN THE  
BOUNDARIES OF  
BOTH JURISDICTIONS

COMMUNITY                      Community Development Director Simpson presented the report.  
DEVELOPMENT  
DIRECTOR SIMPSON

MOTION                      A motion was made by Mayor Pro Tem Ambriz, seconded by Mayor  
Breceda, to 1) approve the Amended and Restated MOU between  
the City of Irwindale and the City of Azusa for the development of  
both jurisdictions; and 2) the City Manager was authorized to  
execute the amended and restated Memorandum of Understanding,  
in a form acceptable to the City Attorney, on behalf of the City. The  
motion was unanimously approved; Councilmember Garcia absent.

ITEM NO. 2F  
INTRODUCTION OF  
ORDINANCE NO. 732:  
PROHIBITING VARIOUS  
ACTIVITIES IN PUBLIC  
PARKS

INTRODUCTION OF ORDINANCE NO. 732: PROHIBITING  
VARIOUS ACTIVITIES IN PUBLIC PARKS

ASSISTANT CITY  
MANAGER OLIVARES

Assistant City Manager Olivares presented the report.

MAYOR PRO TEM  
AMBRIZ

Responding to several of Mayor Pro Tem Ambriz's concerns, Assistant City Manager Olivares advised that 1) the department receiving the application will be responsible for overseeing the application process, 2) some enforcement measures of the ordinance would be deferred to the Police Department, and 3) discussed the age requirements for playing hardball at the park.

CHIEF HENSHAW

Chief Henshaw added that, if noise complaints are received, Police Department personnel would address them.

COUNCILMEMBER  
BURROLA

Councilmember Burrola asked if permits are needed to play softball and/or hardball at the softball field, to which Assistant City Manager Olivares explained the requirements to rent the field, and which activities can be conducted there.

COUNCILMEMBER  
ORTIZ

Councilmember Ortiz voiced his concern that individuals are driving their vehicles onto the grassy areas at the park, and asked whether the posted signs prohibit this, to which Assistant City Manager Olivares indicated that staff would follow-up on these matters.

ORDINANCE NO. 732  
INTRODUCED FOR  
FIRST READING

**Ordinance No. 732**, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING CHAPTER 9.16 OF TITLE 9 OF THE CITY OF IRWINDALE MUNICIPAL CODE TO PROHIBIT VARIOUS ACTIVITIES IN PUBLIC PARKS AND TO PROHIBIT BASEBALL (HARDBALL) ACTIVITIES IN PUBLIC PARKS SUBJECT TO ALLOWANCE IF CERTAIN CONDITIONS ARE SATISFIED," was introduced for first reading, reading by title only and waiving further reading thereof, on the motion of Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, and unanimously approved; Councilmember Garcia absent.

ITEM NO. 2G  
DEVELOPMENT  
PROJECT UPDATE

DEVELOPMENT PROJECT UPDATE (VERBAL PRESENTATION)

COMMUNITY  
DEVELOPMENT  
DIRECTOR SIMPSON

Community Development Director Simpson presented the item.



COUNCILMEMBER  
ORTIZ Councilmember Ortiz requested that staff conduct a study in the near future to analyze the potential of the city's 10 acres.

ROBERT DIAZ Robert Diaz, resident of Irwindale, expressed his concern with 1) his opinion that the city is developing too many industrial opportunities and not enough commercial, 2) increased traffic along Meridian, and 3) the proximity of upcoming projects to residential units along Vincent.

**PUBLIC HEARINGS** None.

**CITY MANAGER'S  
REPORTS**

CITY MANAGER TAM City Manager Tam reported on upcoming holiday activities being organized by the Recreation Department, as well as the upcoming closure of city facilities for the holidays.

**ADJOURNMENT** There being no further business to conduct, the meeting was adjourned at 7:31 p.m.

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Laura M. Nieto, MMC  
Chief Deputy City Clerk

CITY OF IRWINDALE  
PAYROLL WARRANT REGISTER  
December 2018

Payroll Batch DATE OF ISSUE 12/6/18	401-12-18, 402-12-18, 403-12-18, 404-12-18 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	39,155.53
	14 Finance Department	25,984.33
	15 Summer Youth	-
	35 Police Department	181,755.11
	40 Recreation Department	18,532.30
	42 Senior Citizens' Center	16,598.68
	44 Library	10,104.90
	51 Planning & Community Development	26,316.95
	52 Public Works - Engineering	23,851.21
	57 Public Works - Services	39,730.09
	Gross Payroll	383,760.25
	Required Deductions	(94,213.25)
	Voluntary Deductions	(11,463.24)
	Net Payroll	278,083.76
Payroll Batch DATE OF ISSUE 12/20/18	415-12-18, 416-12-18, 420-12-18 DEPARTMENT	AMOUNT
	11 City Council	6,090.70
	13 City Administrative Office	36,945.91
	14 Finance Department	18,321.09
	15 Summer Youth	-
	35 Police Department	177,345.89
	40 Recreation Department	17,615.34
	42 Senior Citizens' Center	12,992.58
	44 Library	10,638.79
	51 Planning & Community Development	20,205.45
	52 Public Works - Engineering	19,141.10
	57 Public Works - Services	34,148.59
	Gross Payroll	353,445.44
	Required Deductions	(93,179.61)
	Voluntary Deductions	(11,433.16)
	Net Payroll	248,832.67

# Accounts Payable

## Checks by Date - Summary by Check Number

User: imarin  
Printed: 12/27/2018 4:46 PM



Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
67275	ALESHIRE	Aleshire & Wynder, LLP	12/19/2018	0.00	11,204.00
67276	BANKOF03	Bank of The West	12/19/2018	0.00	24,620.20
67277	HOMEDE	Home Depot Credit Services	12/19/2018	0.00	984.09
67278	PETTYC05	City of Irwindale Petty Cash	12/19/2018	0.00	372.65
67279	SMART&	Smart & Final	12/19/2018	0.00	768.22
67280	AMBRIZO1	Eufemio Ambriz	12/20/2018	0.00	140.00
67281	AMERIC34	American Fidelity Assurance Co	12/20/2018	0.00	1,908.67
67282	ANGIAN01	Rosemary Angiano	12/20/2018	0.00	140.00
67283	ARANDA01	Noemi Aranda	12/20/2018	0.00	209.27
67284	Ayala01	Leonor Ayala	12/20/2018	0.00	137.50
67285	CAASSO01	CA Association for Local	12/20/2018	0.00	530.00
67286	CALIFO40	California Municipal	12/20/2018	0.00	290.00
67287	CASARE01	Emilio and Clara Casarez	12/20/2018	0.00	140.00
67288	CHARTE01	Charter Communications	12/20/2018	0.00	183.05
67289	CHIRINO	Gina Chirino	12/20/2018	0.00	220.00
67290	ESPINO10	Iris Espino	12/20/2018	0.00	195.67
67291	GOMEZS	Suzanne Gomez	12/20/2018	0.00	10.00
67292	GUZMANM	Maggie Guzman	12/20/2018	0.00	121.00
67293	IRWIND21	Irwindale Hand Wash & Auto Detail	12/20/2018	0.00	286.89
67294	JARAMI06	Rose Jaramillo	12/20/2018	0.00	140.00
67295	JONES02	Brandi Jones	12/20/2018	0.00	1,478.76
67296	LOPEZ20	Darlene Lopez	12/20/2018	0.00	75.00
67297	LOPEZJ01	Jade Lopez	12/20/2018	0.00	75.00
67298	LOPEZ19	Michael and Lydia Lopez	12/20/2018	0.00	140.00
67299	MAIREN01	Evelin Mairén	12/20/2018	0.00	75.00
67300	MIRAND25	Blanche V. Miranda	12/20/2018	0.00	240.00
67301	MORRIS02	Morrison Management Specialist	12/20/2018	0.00	3,087.50
67302	OCEG01	Lucero Ocegüera	12/20/2018	0.00	116.25
67303	OLIVAR05	Serafin Olivares	12/20/2018	0.00	300.00
67304	OPTUM01	OptumRx, Inc.	12/20/2018	0.00	40,760.87
67305	PEND01	Jade Pendelton	12/20/2018	0.00	116.25
67306	RODRIG03	Juan P. Rodriguez	12/20/2018	0.00	140.00
67307	ROMO01	Richard Romo	12/20/2018	0.00	140.00
67308	SANTOS01	Margaret Santos	12/20/2018	0.00	140.00
67309	SCE02	Southern California Edison	12/20/2018	0.00	322.49
67310	THEW01	The Waterfall Company	12/20/2018	0.00	1,000.00
67311	SILES01	Brayan Torres Siles	12/20/2018	0.00	131.75
67312	TPX 01	TPX Communications	12/20/2018	0.00	2,015.77
67313	TRAN02	Dat Tran	12/20/2018	0.00	182.13
67314	WAGONER	Pamela Wagoner	12/20/2018	0.00	180.00
67315	ZAVALA01	Cassandra D. Zavala	12/20/2018	0.00	189.88
67316	CITY01	City of Hope	12/20/2018	0.00	70.00
67317	FRANC06	Franchise Tax Board	12/20/2018	0.00	125.00
67318	ICEA	Irwindale City Employee Assoc.	12/20/2018	0.00	528.00
67319	IMEA	Irwindale Mgmt Employee Assoc.	12/20/2018	0.00	380.00
67320	IRWIND02	Irwindale Police Officers Assoc.	12/20/2018	0.00	3,149.20
67321	ACEC01	ACEC California	01/09/2019	0.00	303.54

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
67322	BAKER01	Baker & Taylor Books	01/09/2019	0.00	17.45
67323	CINTAS	Cintas Corporation #693	01/09/2019	0.00	201.00
67324	ESTRA01	Estrada's Smog Check	01/09/2019	0.00	350.00
67325	IRWIND03	Irwindale Tire Shop	01/09/2019	0.00	125.00
67326	MIJACA	Mijac Alarm, Inc.	01/09/2019	0.00	540.00
67327	NATION25	National Auto Fleet Group	01/09/2019	0.00	119,079.60
67328	PROPRINT	Pro Printing, Inc.	01/09/2019	0.00	111.70
67329	RIGHT01	Right of Way, Inc.	01/09/2019	0.00	1,611.85
67330	SEMER01	Semerad Carpet & Flooring	01/09/2019	0.00	9,371.00
67331	SHELTE01	ShelterClean, Inc.	01/09/2019	0.00	1,400.00
67332	SOCAL03	SoCal SealCoat Solutions, LLC	01/09/2019	0.00	1,103.07
67333	SUNBEL02	Sunbelt Rentals	01/09/2019	0.00	331.60

Report Total (59 checks);	0.00	232,305.87
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# Accounts Payable

## Checks by Date - Summary by Check Number

User: imarin  
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
67334	AMAZON	Amazon	12/27/2018	1,304.06
67335	HOYEN	Noelle Hoye	12/27/2018	300.00
67336	KIT01	Kit Group LLC	12/27/2018	250.00
67337	REDIRE01	Redi-Relief First Aid & Safety, Inc	12/27/2018	71.86
67338	SCE02	Southern California Edison	12/27/2018	1,107.95
67339	THEW01	The Waterfall Company	12/27/2018	3,000.00
67340	XOCOM01	XO Communications	12/27/2018	158.97
67341	FRANC06	Franchise Tax Board	01/03/2019	125.00
67342	PETTYC05	City of Irwindale Petty Cash	01/07/2019	726.08
67343	SWRCB	SWRCB Fees	01/07/2019	5,692.00
67344	TPX 01	TPX Communications	01/07/2019	2,016.56
67345	VISION01	Vision Service Plan - (CA)	01/07/2019	3,795.59
Report Total (12 checks):				18,548.07

# Accounts Payable

## Checks by Date - Summary by Check Number

User: imarin  
Printed: 1/17/2019 11:00 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
67347	ALLIAN	Alliant Insurance Services, Inc.	01/10/2019	843.00
67348	AMERIFID	American Fidelity Assurance	01/10/2019	5,102.72
67349	AMERIC34	American Fidelity Assurance Co	01/10/2019	2,167.23
67350	ARANDA01	Noemi Aranda	01/10/2019	120.13
67351	AT&T02	AT & T	01/10/2019	30.37
67352	AT&T06	AT & T	01/10/2019	1,676.93
67353	CINGULAR	AT & T Mobility	01/10/2019	2,705.50
67354	AZUSALW	Azusa Light & Water	01/10/2019	539.69
67355	CALIFO02	California American Water	01/10/2019	725.23
67356	CHART01	Charter Communications	01/10/2019	71.06
67357	CHTC01	Chtc USA Inc.	01/10/2019	2,716.00
67358	CITRUS05	Citrus Valley Health Partners	01/10/2019	60.00
67359	BALDWI02	City of Baldwin Park	01/10/2019	375.00
67360	CITYOF32	City of Glendale	01/10/2019	150.00
67361	CITYOF22	City of Glendora	01/10/2019	2,575.00
67362	PMIDEN	Delta Dental Insurance Company	01/10/2019	1,039.58
67363	FRONT01	Frontier Communications	01/10/2019	181.62
67364	GARCIA05	Yolanda Garcia	01/10/2019	350.00
67365	GASCOM	Gas Company, The	01/10/2019	1,046.04
67366	SOUTHE17	Golden State Water Company	01/10/2019	1,215.84
67367	HOMEDE	Home Depot Credit Services	01/10/2019	506.09
67368	IRWIND14	Irwindale Industrial Clinic	01/10/2019	425.00
67369	LAAVE01	La Avenida Inn	01/10/2019	155.47
67370	LANCES	Lance, Soll & Lunghard LLP	01/10/2019	3,884.00
67371	LEGAL03	Legal Shield	01/10/2019	80.75
67372	LIEBERT	Liebert Cassidy Whitmore	01/10/2019	1,827.00
67373	MCIWOR	MCI Comm Service	01/10/2019	35.07
67374	NATION23	National Union Fire Insurance	01/10/2019	591.80
67375	OPTUM01	OptumRx, Inc.	01/10/2019	43,877.64
67376	PEND01	Jade Pendelton	01/10/2019	38.75
67377	PURCHA	Purchase Power	01/10/2019	147.13
67378	REDIRE01	Redi-Relief First Aid & Safety, Inc	01/10/2019	127.92
67379	SMART&	Smart & Final	01/10/2019	587.61
67380	SCE02	Southern California Edison	01/10/2019	13,845.53
67381	STANDA01	Standard Insurance Co. RV	01/10/2019	426.25
67382	STANDA03	Standard Insurance Company	01/10/2019	1,803.62
67383	TAMKWO	William K. Tam	01/10/2019	320.00
67384	SILES01	Brayan Torres Siles	01/10/2019	116.25
67385	TPX 01	TPX Communications	01/10/2019	2,048.87
67386	TRAN02	Dat Tran	01/10/2019	116.25
67387	VALLEY01	Valley County Water District	01/10/2019	5,344.25
67388	VALLEY09	Valley View Mutual Water Co.	01/10/2019	72.53
67389	verizonw	Verizon Wireless	01/10/2019	1,393.50
67390	VISION01	Vision Service Plan - (CA)	01/10/2019	3,795.59
67391	ZAVALA01	Cassandra D. Zavala	01/10/2019	77.50
67392	TONY02	Tony's Window Tinting	01/15/2019	190.00
67393	ALLO1	All American Asphalt	01/23/2019	35,906.42

Check No	Vendor No	Vendor Name	Check Date	Check Amount
67394	ALLSTATE	All State Police Equipment Co.	01/23/2019	1,479.08
67395	ARROWA	Arrow Automotive Service	01/23/2019	6,648.40
67396	B&BTIR	B & B Tires Service	01/23/2019	81.00
67397	BALLOO	Balloons 'N' More	01/23/2019	15.00
67398	BARNEY	Barney's Locksmith Service	01/23/2019	254.98
67399	BAXTER01	Baxter's Frame Works & Badge Frame	01/23/2019	46.92
67400	CALIBE01	Caliber Commercial Pool Servic	01/23/2019	950.00
67401	CALTRON	Caltronics Business Systems	01/23/2019	30.00
67402	CARQUEST	Carquest	01/23/2019	43.68
67403	CASC01	CASC Engineering & Consulting	01/23/2019	3,935.00
67404	CINTAS	Cintas Corporation #693	01/23/2019	300.15
67405	CITYOF18	City of Santa Fe Springs	01/23/2019	9,778.97
67406	CMRTA01	CMRTA	01/23/2019	100.00
67407	CODUTO	Donald P. Coduto	01/23/2019	11,925.00
67408	COUNTY04	County of Los Angeles	01/23/2019	16,405.67
67409	LACOUN02	County of Los Angeles	01/23/2019	148.00
67410	LOSANG33	County of Los Angeles	01/23/2019	52,031.03
67411	CPRSCA	CPRS Park & Recreation	01/23/2019	200.00
67412	CUMMINS	Cummins-Allison Corp	01/23/2019	192.45
67413	DEPART06	Department Of Animal Care	01/23/2019	1,357.94
67414	DESIGN04	Design Concepts Consulting, Inc.	01/23/2019	20,915.00
67415	DURATE01	DuraTech USA, Inc.	01/23/2019	350.40
67416	EG01	E. G. Brennan & Co. Corp.	01/23/2019	169.00
67417	ELITEE	Elite Elevator, Inc.	01/23/2019	515.00
67418	FEDEX	FedEx	01/23/2019	28.82
67419	FISH01	Fisher Contractor Inc.	01/23/2019	30,607.10
67420	FLAGSH	Flag Shop	01/23/2019	4,042.32
67421	FM01	FM Thomas Air Conditioning	01/23/2019	645.00
67422	GEOLOG	Geologic Associates	01/23/2019	16,810.75
67423	HDL01	Hdl Software, LLC	01/23/2019	4,196.30
67424	HIGHPE	HPC Computers, Inc.	01/23/2019	95.00
67425	IRWIND21	Irwindale Hand Wash & Auto Detail	01/23/2019	490.73
67426	JOEAGO	Joe A. Gonsalves & Son	01/23/2019	4,750.00
67427	MCMILLAN	Kent McMillian Earth Science, Inc.	01/23/2019	6,525.00
67428	COORYE	Samir M. Khoury	01/23/2019	3,845.00
67429	LAKESH	Lakeshore Learning Materials	01/23/2019	168.96
67430	LEGAL03	Legal Shield	01/23/2019	80.75
67431	LEWISE	Lewis Engraving, Inc.	01/23/2019	64.61
67432	LEXISN	LexisNexis Risk Solutions	01/23/2019	151.50
67433	M3	M3	01/23/2019	22,582.21
67434	MADIA01	Madia Tech Launch, Inc.	01/23/2019	600.00
67435	MAINTE01	Maintex	01/23/2019	1,884.92
67436	MARXBR	Marx Bros Fire Extinguisher Co	01/23/2019	270.00
67437	MERI01	Meridian Consultants, LLC	01/23/2019	18,324.17
67438	MORRIS02	Morrison Management Specialist	01/23/2019	1,897.50
67439	MOTOROLA	Motorola Solutions, Inc.	01/23/2019	6,188.12
67440	NALEO	Naleo, Inc.	01/23/2019	100.00
67441	NATION25	National Auto Fleet Group	01/23/2019	29,517.91
67442	NEST01	Nestle Waters North America	01/23/2019	524.42
67443	OCEAN01	Ocean Blue Enviromental Services, Inc.	01/23/2019	7,366.26
67444	OFFICE03	Office Depot	01/23/2019	2,560.08
67445	PHASEII	PARS	01/23/2019	3,500.00
67446	PLACE01	PlaceWorks, Inc.	01/23/2019	15,739.91
67447	PROPRINT	Pro Printing, Inc.	01/23/2019	301.13
67448	QUINN02	Quinn Company	01/23/2019	3,355.07
67449	REGIST01	Registrar-Recorder/County Clerk	01/23/2019	628.68
67450	RICOH01	Ricoh USA, Inc	01/23/2019	364.31

Check No	Vendor No	Vendor Name	Check Date	Check Amount
67451	RICOH02	Ricoh USA, Inc	01/23/2019	595.49
67452	RIOHON01	Rio Hondo College	01/23/2019	55.20
67453	ROGELI	Rogelio's Upholstery	01/23/2019	201.50
67454	ROQUE01	Roque Development & Investments, Inc.	01/23/2019	680.00
67455	SCYAMA	S.C. Yamamoto, Inc.	01/23/2019	4,490.00
67456	SANGAB11	San Gabriel Valley Newspaper	01/23/2019	650.00
67457	SEMERAO1	Semerad Carpet & Flooring	01/23/2019	2,118.00
67458	SHELTE01	ShelterClean, Inc.	01/23/2019	1,400.00
67459	SIRCHI	Sirchie Finger Print Lab. Inc	01/23/2019	98.49
67460	SkyBluep	Sky Blueprint & Supplies, Inc	01/23/2019	351.23
67461	SOUTH09	Southern Computer Warehouse Inc,	01/23/2019	3,337.81
67462	SANTA02	STA West Region	01/23/2019	440.45
67463	STERIC01	Stericycle, Inc.	01/23/2019	76.83
67464	STET01	Stetson Engineers Inc.	01/23/2019	90.00
67465	STREET02	Street Decor, Inc.	01/23/2019	2,181.17
67466	SUNBEL02	Sunbelt Rentals	01/23/2019	773.80
67467	SWRCB	SWRCB Fees	01/23/2019	2,286.00
67468	EMBLEM01	The Emblem Authority	01/23/2019	840.00
67469	THOM01	Thomson Reuters- West	01/23/2019	203.94
67470	TRITEC01	Tritech Software Systems	01/23/2019	42,904.85
67471	WALT01	Walters Wholesale Electric Co.	01/23/2019	218.53
67472	WELLS01	Wells Fargo Vendor Fin Serv	01/23/2019	345.60
67473	WESTCO11	West Coast Lights & Sirens	01/23/2019	410.63
67474	WILLDAN	Willdan Financial Services	01/23/2019	2,057.57
67475	XEROXC	Xerox Corporation	01/23/2019	530.95
67476	YAMADA01	Yamada Enterprises	01/23/2019	9,804.03

Report Total (130 checks):

534,653.00



# Electronic Payments

January 2019

January 1 - 15, 2019



Reference Number	Vendor Name	Date	Amount
ACH	EDD	1/9/2019	16,378.74
ACH	Federal Tax	1/9/2019	42,824.33
ACH	ICMA	1/3/2019	210.39
ACH	PARS-PT	1/3/2019	663.54
ACH	PARS-FT	1/3/2019	14,749.19
ACH	Nationwide-457 Plan & Trust	1/3/2019	9,475.99
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	1/3/2019	1,537.00
ACH	CalPERS	1/9/2019	64,304.31
ACH	CalPERS-Replacement Benefit Contribution	1/7/2019	7,034.52
ACH	PARS-Public Agency Retirement Services	1/2/2019	5,120.00
480	2006 TA Ref Parity Bd	1/7/2019	1,844,998.75
481	2005 Txble Hsg TA Prty Bd	1/7/2019	305,425.00
482	2014 TA Ref Parity Bd	1/7/2019	109,050.00
483	2014 Txble Hsg TA Ref Prty Bd	1/7/2019	37,834.38
Report Total:			2,459,606.14

# Electronic Payments

December 2018

December 16 - 31, 2018



Reference Number	Vendor Name	Date	Amount
ACH	EDD	12/26/2018	17,217.13
ACH	Federal Tax	12/16/2018	48,354.49
ACH	ICMA	12/20/2018	339.25
ACH	PARS-PT	12/20/2018	1,040.00
ACH	PARS-FT	12/20/2018	20,000.74
ACH	Nationwide-457 Plan & Trust	12/20/2018	9,352.91
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	12/20/2018	1,606.00
ACH	Nationwide-457 Plan & Trust	12/21/2018	50.00
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	12/21/2018	50.00
ACH	CalPERS-Medical	12/19/2018	188,914.19
ACH	CalPERS-Medical	12/19/2018	12,894.18
ACH	CalPERS	12/20/2018	3.70
ACH	CalPERS	12/26/2018	65,174.50
Report Total:			364,997.09

- ☒ City Council
- ☒ Successor Agency
- ☒ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

---

Date: January 23, 2019

To: Honorable Mayor and Members of the City Council  
Successor Agency Board  
Housing Authority Board

From: William K. Tam, City Manager/Executive Director

Issue: Investment Quarterly Report for December 31, 2018.

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**City Manager/Executive Director's Recommendation:**

Receive and file the Investment Quarterly Report for December 31, 2018.

**Background and Analysis:**

California Government Code Section 53646 requires that the City Treasurer submit a quarterly report of investments to the City Council/Boardmembers for review and compliance with the City's adopted investment policy.

The attached Investment Report summarizes the City's investments as of December 31, 2018. The City of Irwindale's total investments include all funds of the City, which are pooled to maximize the interest yield on investments. This investment report itemizes how much is invested in Local Agency Investment Fund (LAIF) accounts, certificates of deposits and federal agency securities. All investments are in compliance with the City's adopted investment policy.

The City's Investment Policy applies to all funds held by the City, Successor Agency, Housing Authority, and Reclamation Authority. As noted, these funds are pooled to maximize interest yields, however the Reclamation Authority Board is not scheduled to meet again until March 13, 2019. Therefore, this Investment Report will be included in the Reclamation Authority's Agenda for that meeting for approval by the Reclamation Authority Board.

**Fiscal Impact:**

There is no fiscal impact to receive and file this report.

**Review:**

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

**Prepared By/Contact:** Eva Carreon, Finance Director/City Treasurer  
**Phone:** (626) 430-2221

A handwritten signature in black ink, appearing to be 'W. K. Tam', written over a horizontal line.

William K. Tam, City Manager/Executive Director

**Attachment:**  
City of Irwindale Investment Report – December 31, 2018

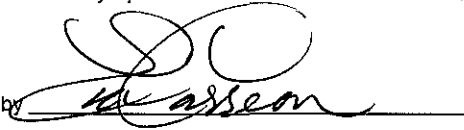
**CITY OF IRWINDALE  
INVESTMENT REPORT  
December 31, 2018**

DESCRIPTION OF SECURITY	PAR VALUE/ ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MARKET VALUE	INVESTMENT RATING
<b>CITY OF IRWINDALE INVESTMENTS (POOLED - ALL FUNDS)</b>						
LOCAL AGENCY INVESTMENT FUND (LAIF)	\$ 16,231,700	2.29%			\$ 16,231,700	
<b>US GOVERNMENT AGENCIES</b>						
FEDERAL NATIONAL MORTGAGE ASSN (FNMA)	2,457,500	1.25%	03/19/14	01/30/19	2,497,675	AAA
FEDERAL FARM CREDIT UNION (FFCB)	3,000,000	1.25%	03/29/16	03/29/19	2,991,450	AAA
FEDERAL NATIONAL MORTGAGE ASSN (FNMA)	1,400,000	1.00%	06/30/16	06/28/19	1,389,486	AAA
FEDERAL HOME LOAN MTG CORP (FHLMC)	988,500	1.25%	12/29/15	10/02/19	989,670	AAA
FEDERAL FARM CREDIT UNION (FFCB)	5,000,000	1.70%	12/27/16	12/27/19	4,952,200	AAA
FEDERAL HOME LOAN MTG CORP (FHLMC)	3,000,000	1.42%	03/30/16	03/30/20	2,957,550	AAA
FEDERAL NATIONAL MORTGAGE ASSN (FNMA)	4,000,000	1.17%	06/30/16	03/30/20	3,934,760	AAA
FEDERAL FARM CREDIT UNION (FFCB)	5,000,000	1.83%	12/21/16	12/14/20	4,927,700	AAA
FEDERAL HOME LOAN MTG CORP (FHLMC)	5,000,000	1.50%	06/30/16	06/30/21	4,941,750	AAA
FEDERAL NATIONAL MORTGAGE ASSN (FNMA)	5,000,000	1.25%	06/30/16	06/30/21	4,806,550	AAA
FEDERAL HOME LOAN MTG CORP (FHLMC)	4,000,000	2.00%	07/27/17	10/27/21	3,938,800	AAA
FEDERAL HOME LOAN MTG CORP (FHLMC)	5,000,000	2.13%	06/29/17	06/29/22	4,908,800	AAA
<b>Sub-Total US Government Agencies:</b>	<b>43,846,000</b>				<b>43,236,391</b>	
<b>CERTIFICATES OF DEPOSIT</b>						
BELMONT BANK & TRUST	240,000	1.35%	01/13/16	01/14/19	239,969	
GOLDMAN SACHS BANK	240,000	2.00%	05/07/14	05/07/19	239,522	
STERN'S BK NA ST CLOUD (SSFNN)	240,000	1.60%	06/23/17	06/24/19	238,906	
BANK LIBERTY(LBCPX)	240,000	1.50%	12/30/15	06/28/19	238,752	
FARMERS & MERCHANTS BK (FMFG)	240,000	1.60%	06/28/17	06/28/19	238,874	
FIRST COML BK (FSCMB)	240,000	1.60%	06/30/17	06/28/19	238,870	
TCF NATIONAL BANK (TCF)	240,000	1.50%	06/28/17	06/28/19	238,757	
BAR HBR BK & TR (BHB)	240,000	1.65%	06/30/17	07/01/19	238,915	
FARM BUREAU BANK (FARMBU)	240,000	1.50%	01/14/16	07/15/19	238,627	
ALLY BANK	240,000	1.65%	12/22/16	12/23/19	237,533	
BANK BUFFALO (BFFLO)	240,000	1.60%	06/22/17	12/23/19	237,418	
DISCOVER BANK (DFS)	240,000	1.65%	12/21/16	12/23/19	237,533	
AMERICAN EXPRESS (AXP)	240,000	2.05%	12/30/15	12/30/19	238,409	
CONNECTONE BK NJ	240,000	1.85%	12/30/14	12/30/19	238,474	
EVERGREEN BK (EVRBG)	240,000	1.60%	06/30/17	12/30/19	237,341	
GUARANTY BANK	240,000	1.60%	12/29/15	12/30/19	238,258	
MB FINANCIAL BANK	240,000	1.60%	01/08/16	01/08/20	238,586	
EAGLE BANK CTF	240,000	1.60%	01/13/16	01/13/20	237,214	
BANK OF OAKLAND (OKFLD)	240,000	1.70%	06/30/17	06/29/20	235,810	
MARATHON SAVINGS (MRTHS)	240,000	1.70%	06/28/17	06/29/20	235,817	
BANK PRINCETON (BPRCT)	240,000	1.70%	06/30/17	06/30/20	235,805	
CHIPPEWA VY BK (CPWAV)	240,000	1.70%	06/30/17	06/30/20	235,805	
SUMMIT CMNTY BK (SMMF)	240,000	1.70%	06/30/17	06/30/20	235,805	
BANK VISTA (ABDIT)	240,000	1.75%	12/29/16	10/29/20	234,653	
FIRST BANK RICHMOND (FTMUT)	240,000	1.80%	06/27/17	12/28/20	234,168	
CAPITAL ONE BANK	240,000	2.05%	12/29/16	12/29/20	235,339	
INVESTORS COMM BANK CTF DEP (ICBANK)	240,000	1.90%	12/31/15	12/31/20	234,598	
LAKESIDE BK (LKSDB)	240,000	1.85%	06/22/17	03/22/21	233,585	
FIRSTTRUST SVGS BK (SEMPRE)	240,000	1.90%	06/23/17	06/23/21	232,954	
MARINE BK (CIBH)	240,000	1.85%	06/29/17	06/29/21	232,608	
SIGNATURE BANK (COMMF)	240,000	1.85%	06/30/17	06/30/21	232,598	
GOLD COAST BANK (GDCOB)	240,000	1.90%	06/28/17	12/28/21	231,043	
CAPITAL ONE BANK (COF)	240,000	2.25%	12/29/16	12/29/21	233,465	
CITIZENS ST BK (CSBSH)	240,000	1.90%	06/30/17	12/30/21	231,022	
FIRST ST BANK (FRSTE)	240,000	2.00%	06/30/17	04/29/22	230,251	
BRIDGEWATER BK (BRDGW)	240,000	2.00%	06/29/17	06/29/22	229,488	
MARLIN BUSINESS BK (MRLN)	240,000	2.05%	06/29/17	06/29/22	229,884	
COMENITY CAP BK (ADSK)	240,000	2.25%	06/30/17	06/30/22	231,456	
<b>Sub-Total Certificates of Deposit:</b>	<b>9,120,000</b>				<b>8,958,108</b>	
<b>Total City of Irwindale Investments (Pooled Funds):</b>	<b>69,197,700</b>				<b>68,426,199</b>	

DESCRIPTION OF SECURITY	PAR VALUE/ ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MARKET VALUE	INVESTMENT RATING
<b><u>SUCCESSOR AGENCY INVESTMENTS</u></b>						
LOCAL AGENCY INVESTMENT FUND (LAIF)	15,119,864	2.29%			15,119,864	
<b><u>HOUSING AUTHORITY INVESTMENTS</u></b>						
LOCAL AGENCY INVESTMENT FUND (LAIF)	4,727,171	2.29%			4,727,171	
<b>GRAND TOTAL OF INVESTMENTS</b>	<b><u>89,044,735</u></b>				<b><u>88,273,234</u></b>	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 13, 2018. The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is 1.06 years, and the weighted average yield of the City's pooled investments at cost is 1.760%. Market prices of securities are obtained directly through Bank of the West.

Approved by



Eva Carreon, Director of Finance/City Treasurer

- X City Council  
☐ Successor Agency  
☐ Housing Authority  
☐ Reclamation Authority  
☐ Joint Powers Authority

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

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Date: January 23, 2019  
To: Honorable Mayor and City Council  
From: William Tam, City Manager  
Issue: Destruction of City Records

---

**City Manager's Recommendation:** Receive and file the attached list of records, which are eligible for destruction, as they have surpassed their retention periods, per City's adopted Records Retention Schedule.

**Background and Analysis:** In 2007 the City Council approved Resolution No. 2007-08-2194, thereby adopting a formal Records Retention Schedule.

City Staff periodically reviews prior year records to determine whether they have exceeded their corresponding retention periods. Staff has identified approximately 281 boxes of records eligible for destruction.

The resolution adopted by the City Council provides City Staff with administrative authority to destroy records in accordance with the Government Code, with the signed consent of the Chief Deputy City Clerk, City Attorney, and City Manager, and without further action by the City Council. However, City Staff believes it would be prudent also provide Council with the opportunity to review the list of records that are eligible to be destroyed.

**Fiscal Impact:**


After City Council approval, the records will be scheduled for destruction to take place on Friday, February 1, 2019. A records shredding company will be contracted to perform the shredding of all records on-site at City facilities under the supervision of City staff. The cost for this service is under \$300.00 and will be funded through account 01-35-350-42200-0000 Admin Operating Supplies.

**Fiscal Impact:**  (Initial of CFO)

**Legal Impact:**  (Initial of Legal Counsel)

**Prepared By/Contact:** Chief Ty Henshaw

**Phone:** (626) 430-2234

  
\_\_\_\_\_  
William Tam, City Manager

**Attachments:**

**Request for Destruction of Records – Police Department**





## CITY OF IRWINDALE REQUEST FOR DESTRUCTION OF RECORDS

Pursuant to Joint City Council / Community Redevelopment Agency Resolution No. 2007-08-2194, the Police Department hereby requests (Chief Deputy) City Clerk / Agency (Assistant) Secretary, City Attorney / Agency Counsel, and City Manager / Executive Director consent to destroy the following records, in accordance with the City/Agency Records Retention Schedule:

Record Series (from Retention Sched.)	Document Description / File Title	Date / Range of Dates	Retention/Destruction Schedule	Date of Destruction
Non-Criminal Occurrences	Injured or sick persons; missing persons where person has been returned; traffic collision reports not used for criminal charges.	2009-2014	CU + 2	
Misdemeanor/Infraction Reports	No arrests, identifiable property or missing persons.	2009-2014	CL + 2	
Felony Crimes	With or without an arrest	2009-2014	CL + 2	
Traffic Citations	Ticketed vehicle code violations (infractions/misdemeanor)	2009-2014	CL + 2	
Administrative/Internal	Investigation into complaints initiated by citizens or internally, including complaint, investigation, report and findings	2009-2014	CL + 5	

Dated: \_\_\_\_\_

Department Head: \_\_\_\_\_

Title: \_\_\_\_\_

We hereby consent to the destruction of the records  
listed above:

\_\_\_\_\_  
Chief Deputy City Clerk / Agency Assistant Secretary / Date

\_\_\_\_\_  
City Attorney / Agency Counsel / Date

\_\_\_\_\_  
City Manager / Executive Director / Date

- ☐ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

---

Date: January 23, 2019  
To: Honorable Mayor and Members of the City Council  
From: William Tam, City Manager  
Issue: Declaration of Surplus Vehicles and Equipment

---

**City Manager's Recommendation:**

That the City Council deem the vehicles and equipment described in the attached list as surplus vehicles and equipment and authorize the City Manager or his designee to dispose of the property in accordance with Section 3.44.150 of the Irwindale Municipal Code.

**Background and Analysis:**

The vehicles and equipment items described in the attached list have been operational for more than fifteen years and the cost to repair these vehicles/equipment is expensive. The vehicles on this list have recently been replaced and are now merely occupying storage space. As such, the Public Works Services Manager has declared the vehicles and equipment on the attached list to be surplus property.

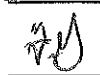
Section 3.44.150 of the Irwindale Municipal Code requires that items declared as surplus be disposed of through a competitive bid process. The most efficient and cost effective method of securing competitive bids, given the value of the vehicles/equipment, is through a public auction service. Through this auction service, the City will receive the highest bid and the equipment will be sold in a single, efficient manner.

**Fiscal Impact:**

Based on Kelly Blue Book and Commercial Truck Trader, it is anticipated that the total value of these surplus vehicles and equipment is at approximately \$26,000; however, these items will be auctioned off and the sale will be based on the auction amount. Any funds derived from the auction of these vehicles or equipment will be credited to the General Fund.


**Review:**

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

**Prepared By/Contact:** Elizabeth Rodriguez, Public Works Services Manager

**Phone:** (626) 430-2211



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William Tam, City Manager

**Attachment(s):** City of Irwindale Public Works Services Declaration of Surplus Vehicles and Equipment - Dated: January 16, 2019

# CITY OF IRWINDALE PUBLIC WORKS SERVICES

## DECLARATION OF SURPLUS VEHICLES

Vehicle/ Equipment #	Year	Make	Model	VIN/SERIAL #	Type	Estimated Value	
PW101	2002	DODGE	DAKOTA	1B7FL16X82S652092	Light Truck	\$	1,200.00
PW103	2002	DODGE	DAKOTA	1B7GL12X02S657152	Light Truck	\$	1,200.00
PW107	2002	FORD	F150 EXTENDED CAB	1FTRX17W0YKA19005	Light Truck	\$	1,900.00
PW108	2002	FORD	F250	1FTNW20S1XED06171	Light Truck	\$	3,700.00
PW117	2001	GMC	C7500 DUMP TRUCK	1GDM7H1E01J510670	Heavy Truck	\$	11,000.00
PW118	2004	TENNANT	ATLY 4300 TURF DIESEL	4300-2323	Tractor	\$	7,000.00
						\$	26,000.00

JANUARY 16, 2019

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

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Date: January 23, 2019  
To: Honorable Mayor and Members of the City Council  
From: William Tam, City Manager  
Issue: Acceptance of Improvements for the City Council Chamber's Audio/Visual System Equipment Installed by Western Audio Visual

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**City Manager's Recommendation:**

That the City Council (1) ratify the changes in work and accept the improvements for the City Council Chamber's Audio/Visual System Equipment installed by Western Audio Visual; (2) approve the final contract amount of \$61,654.76.


**Background and Analysis:**

On May 9, 2018, the City Council awarded the installation of the Audio/Visual System Equipment for the City Council Chamber to Western Audio Visual in the amount of \$45,320.15 with a 10% contingency of \$4,532.02. This project has been completed per the approved specifications.

Two (2) change orders were issued on this project in order to enhance the audio and visual components to better accommodate the layout of the room; totaling \$16,334.61. Funding is available in the current budget for these change orders. Therefore, staff is recommending ratification of the changes in work and acceptance of the work by the City Council.


**Fiscal Impact:** None

**Review:**

Fiscal Impact:  (Initial of CFO) None

Legal Impact: (electronically approved 1/16/18 by F.G.) (Initial of Legal Counsel) None

**Prepared By / Contact:** Theresa Olivares, Assistant City Manager  
**Phone:** (626) 430-2294

  
\_\_\_\_\_  
William Tam, City Manager

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

---

Date: January 23, 2019

To: Honorable Mayor and Members of the City Council

From: William Tam, City Manager

Issue: Approval of Memorandum of Understanding for the Statewide Electronic Courier Universal Recording Environment (SECURE)

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**City Manager's Recommendation:**

Authorize the City Manager to execute the Memorandum of Understanding for the Statewide Electronic Courier Universal Recording Environment (SECURE).

**Background and Analysis:**

The Los Angeles County Registrar-Recorder / County Clerk's office is participating in the SECURE Electronic Recording portal for electronically processing recorded documents and transactions.

The Statewide Electronic Courier Universal Recording Environment (SECURE) portal provides a more efficient and cost-effective document recording service to government agencies such as the City of Irwindale, as well as safeguards public records. A portion of this system, G2G (Government to Government) will allow the City Clerk's office to submit documents on behalf of the City from their own office location, instead of driving to the County and waiting in line for recordation.

There is no cost to submit documents through SECURE and the Chief Deputy City Clerk and Management Analyst will be able to begin scanning and uploading original documents directly through SECURE using a token for authentication once the MOU is approved and executed.

Some of the documents that will be submitted through the SECURE portal include:

Development Agreements	Reconveyances
Encroachment Agreements	Release of Covenants
Grant Deeds	Street Dedications
Notices of Completion	Utility Easement Agreements
Quitclaim Deeds	

The City Attorney and IT Manager have each reviewed the Memorandum of Understanding. The City Attorney noted that, although the service is at no cost to the City, the City is responsible and must indemnify the operator for any claims that arise from its use.

**Fiscal Impact:**

There is no cost to the City to submit documents using the SECURE portal.

**Review:**

Fiscal Impact:  (Initial of CFO) None

Legal Impact: *Electronically Approved by City Attorney* (Initial of Legal Counsel) None

**Prepared By / Contact:** Laura Nieto, Chief Deputy City Clerk  
**Phone:** (626) 430-2202

  
\_\_\_\_\_  
William Tam, City Manager

Attachment:  
SECURE Electronic Recording MOU





## **ELECTRONIC RECORDING MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU" or "Agreement"), made and entered into on, \_\_\_\_\_, is between the counties of Los Angeles, Orange, Riverside, and San Diego (collectively "Owners") that own the Statewide Electronic Courier Universal Recording Environment ("SECURE") with the Orange County Clerk-Recorder acting on their behalf as the Lead County ("Lead County Recorder"), and \_\_\_\_\_ the submitting party ("Authorized Submitter"), recording electronically through the SECURE system located in Orange County. The Owners and Agent are collectively referred to as the "Parties."

### **RECITALS**

WHEREAS, SECURE is owned by the counties of Los Angeles, Orange, Riverside, and San Diego; and

WHEREAS, SECURE is an electronic recording delivery system that is compliant with the Electronic Recording Delivery Act of 2004 for the electronic submission and subsequent recording of documents with county recorders; and

WHEREAS, SECURE allows recording of real property documents through electronic receipt and transmission in substitution for conventional paper based document recording; and

WHEREAS, SECURE allows the electronic recording of Type 1 and Type 2 instruments that must not be submitted in the same package/payload; and

WHEREAS, the Parties desire to ensure that transactions using electronically recorded documents are legally valid and enforceable for the mutual benefit of the parties to those transactions; and

WHEREAS, multiple California counties, in addition to the owner counties, utilize SECURE for the electronic recording of documents and through the SECURE portal server, which is located in Orange County; and

WHEREAS, Orange County is the "Lead County" acting through the Orange County Clerk-Recorder on behalf of the owners of SECURE to manage and support the system and to execute agreements with Authorized Submitters for the electronic submission of documents through SECURE; and

WHEREAS, Authorized Submitters have authorized Agents to submit electronic documents through SECURE on their behalf; and

WHEREAS, the Parties desire to set forth the rights and responsibilities for the electronic submission of documents for recording through SECURE to the California counties utilizing SECURE for electronic recording; and

WHEREAS, the Authorized Submitter agrees to act in compliance with the specifications set forth in the SECURE Authorization Submitter User Manual and State of California Attorney General/Department of Justice Electronic Recording Delivery System (ERDS) Regulations.

NOW THEREFORE, the Parties, for and in consideration of the mutual promises and agreements herein continued, do agree to the following:

**1. Definitions**

- 1.1 SECURE:** The Statewide Electronic Courier Universal Recording Environment system used by multiple participating counties to electronically receive and return documents for recording.
- 1.2 Owners:** The owners of the SECURE system (Los Angeles, Orange, Riverside and San Diego Counties).
- 1.3 Individual SECURE County Participant:** Any county that uses SECURE to electronically receive and return documents for recording.
- 1.4 Authorized Submitter:** The company under a separate SECURE Agreement that submits packages of documents electronically to one or more Individual SECURE County Participants using SECURE for the purpose of recording and who has authorized Agents to submit on their behalf and is authorized by Government Code section 27391 (b) (1) to enter into a contract with Lead County Recorder for electronic recording of documents.
- 1.5 Agent:** A representative and his/her employees who are authorized to submit documents on behalf of an Authorized Submitter who has entered into a contract with a County Recorder, and, assigned a role by County Recorder, to deliver, and, when applicable, return the submitted ERDS payload via an ERDS.
- 1.6 Operational Issues:** Issues regarding the business rules that dictate what can be recorded by an Individual SECURE County Participant.
- 1.7 Technical Issues:** Issues regarding how SECURE electronically receives and returns recordable documents.
- 1.8 Infrastructure:** The non-software components used to electronically receive and return recordable documents through the SECURE system.
- 1.9 Company Representative:** The contact person for the Agent in charge of the scanning personnel used for electronic recording.
- 1.10 User:** The person for the Agent/Authorized Submitter who will be physically scanning and sending electronic instruments.

- 1.11 Pathway:** The path that the package of documents takes through the computer network, starting at the creation of the package by the Agent and ending with its delivery to the SECURE system.
- 1.12 Computer Security Auditor:** 1) DOJ approved computer security personnel hired by the Lead County Recorder to perform independent audits, and 2) A role assigned by the Lead County Recorder to the Computer Security Auditor who is authorized to review transaction logs and conduct tests on computer security mechanisms.
- 1.13 County Recorder Designee:** a secure access role assigned by the Lead County Recorder to retrieve, and, when applicable, return of submitted ERDS payloads.
- 1.14 ERDS Account Administrator:** a secure access role assigned by the Lead County Recorder to an individual who is authorized to configure accounts, assign roles, and issue credentials.
- 1.15 ERDS System Administrator:** a secure access role assigned by the Lead County Recorder to an individual who is authorized to configure hardware, software, network settings, and to maintain ERDS security functions.
- 1.16 Vendor:** a person and personnel, supporting and/or acting on behalf of the certified Vendor of ERDS Software who sells, leases, or grants use of, with or without compensation therefore, a software program for use by counties for establishing an ERDS
- 1.17 Type 1 Instrument:** a "Type 1" instrument is defined to mean an instrument affecting a right, title, or interest in real property. Type 1 instruments shall be submitted as digitized electronic records, meaning a scanned image of the original paper document. Fingerprinting of each individual to submit Type 1 documents is required. Only those individuals granted a secure access role shall be permitted to submit Type 1 instruments.
- 1.18 Type 2 Instrument:** a "Type 2" instrument is defined to mean an instrument of reconveyance, substitution of trustee, or assignment of deed of trust. Individuals submitting only Type 2 instruments do not require fingerprinting. Type 2 instruments may be delivered as digitized electronic records or digital electronic records.

## **2. Purpose**

The State of California Electronic Recording Delivery Act of 2004 mandates the county recorders and the submitting entities maintain a secure electronic recording environment. All parties of the electronic recording transaction desire to operate and maintain a secure recording system that safeguards parties that are recording documents from deceit, fraud and forgery. This Agreement outlines the procedures and rules for maintaining a secure electronic recording environment by the Authorized Submitter and those California counties utilizing SECURE.

## **3. Term**

This Agreement shall become effective upon the signature of the Parties and shall remain in effect unless terminated in writing by either party in accordance with this Agreement and concurrent with Individual SECURE County Participant MOU's.

#### **4. Eligibility**

California Government Code Sections 27390(b)(1) and 27391(b) allow Authorized Submitters, and their authorized Agents, including but not limited to, title insurers, underwritten title companies, and institutional lenders, as defined, to submit, either directly or through a trusted third party provider, real property records for electronic recording.

Agent Eligibility An Agent is defined as a representative and his/her employees who are authorized to submit documents on behalf of an Authorized Submitter who has entered into a contract with a County Recorder, and, assigned a role by County Recorder, to deliver, and, when applicable, return the submitted ERDS payload via an ERDS. An Agent may not be a Computer Security Auditor, County Recorder Designee, ERDS Account Administrator, ERDS System Administrator, or Vendor of ERDS Software.

An Agent is prohibited from submitting documents for electronic recording through SECURE, on behalf of another Agent. An Agent may not share a SECURE workstation, tokens or passwords with another Agent; Agents are to work as separate entities.

#### **5. Electronic Recording Requirements**

Electronic recording requirements and specifications are generally set forth in the following attachments to this Agreement. Authorized Submitter shall comply with any and all such requirements and specifications. Authorized Submitter understands individual SECURE County Participants have set forth internal County specific policies and procedures for electronic recording. Authorized Submitter understands that the requirements and specifications may change from time to time. Furthermore, Authorized Submitter understands that the requirements and specifications set forth in the attachments could be specific to Individual SECURE County Participants. Owners will provide written notice to the Authorized Submitter within a reasonable period of time if there are any changes to the requirements or specifications.

- Attachment A – Technical Specifications
- Attachment B – Co-location Acknowledgement
- Attachment C – County Requirements and Schedule for electronic recording
- Attachment D – Additional Electronic Recording Requirements
- Attachment E – California Attorney General Certification Guidelines

#### **6. Authorized Submitter Acknowledgments and Responsibilities**

6.1 Participation in the electronic recording program is voluntary and the decision to do so is a business decision. Authorized Submitter must supply all electronic recording equipment i.e., computer, monitor, scanner, printer, an internet connection and a hardware token from a vendor approved by the Owners. Under no circumstances are laptops and/or any other unauthorized equipment allowed to be used with the SECURE Software.

6.2 Electronic recording permits preparation, signature and/or transmission, in electronic format, of documents and business records. The electronic documents or records shall be considered the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents or records. In the case that such documents or records bear a digital or electronic signature, those signatures shall have the same effect as paper documents or records bearing handwritten signatures.

6.3 By use of electronic or digital certificates to sign documents, Authorized Submitter is bound by those documents for all purposes as if paper versions of the documents had been manually signed.

6.4 By use of electronic or digital certificates to sign documents, Authorized Submitter is bound by those electronic signatures affixed to any documents and the electronic signatures shall have the same legal effect as if the signatures were manually affixed to a paper version of the document.

6.5 Electronic signatures must comply with Uniform Electronic Transaction Act (UETA), 15 U.S.C. §§ 7001 to 7031, and Electronic Signatures in Global and National Commerce Act (E-Sign) Pub. L. No. 106-229, 114 Stat. 464 (2000) (codified as 15 U.S.C. §§ 7001-7006, 7021, 7031) (enacted S. 761) specifications.

6.6 By use of digital certificates to seal electronic files containing images of original paper documents or documents bearing manual signatures, Authorized Submitter shall recognize the sealed images for all purposes as the original paper documents and shall be responsible for the accuracy and completeness of those images.

6.7 Authorized Submitter is responsible for the accuracy, completeness and content of documents submitted for electronic recording.

6.8 Authorized Submitter is responsible for costs of systems or services provided by third parties that enable Authorized Submitter to meet electronic recording requirements.

6.9 Authorized Submitter shall immediately notify Owners of any security incident, including but not limited to attempts at or actual unauthorized access to Authorized Submitter's Pathway, which could compromise or otherwise adversely affect SECURE's data systems.

6.10 Authorized Submitter is responsible for providing original document(s) and/or original download data in a timely manner, upon request from the Lead County Recorder, in the event of a security incident or contract breach, to substantiate the authenticity of any document(s) in question.

6.11 Authorized Submitter shall ensure that all security measures and credentials implemented are protected. Authorized Submitter assumes all responsibility for documents submitted through unique credentials provided to Authorized Submitter for the purposes of engaging in electronic recording.

6.12 Authorized Submitter shall submit to random security audits without prior notice by Owners of Authorized Submitter's software, systems, Pathway, credentials and any other means or processes used by Authorized Submitter for electronic recording.

- 6.13 Authorized Submitter is responsible for receiving and verifying receipt of documents recorded to ensure that the source of the receipt is the county where the document was to be recorded.
- 6.14 Authorized Submitter shall address all Operational Issues with the electronic recording process with the Individual SECURE County Participants utilizing SECURE.
- 6.15 Authorized Submitter is responsible for supporting any Technical Issues associated with electronic recording. Authorized Submitter is responsible for designating at least one technical individual to be available onsite for support of any technical issues associated with electronic recording. Authorized Submitter shall notify Owners of any problems involving Technical Issues. Authorized Submitter shall work in good faith with the Owners to resolve any Technical Issues.
- 6.16 Authorized Submitter shall provide end user support to the Owners through which problems or issues can be reported and addressed. In the event that a problem is determined to be with the electronic recording software and not the Infrastructure provided by the Authorized Submitter, then the Authorized Submitter shall work to resolve issues with the Owners.
- 6.17 Authorized Submitter's submission of a document to SECURE for transmission to a particular county for recording does not guarantee that a county will accept transmission from Authorized Submitter. Each county utilizing SECURE reserves the right to determine which Authorized Submitters will be allowed to electronically record documents for their county.
- 6.18 Authorized Submitter shall comply with each county's recording requirements. Authorized Submitter's submission of a document to SECURE for transmission to a particular Individual SECURE County Participant for recording does not guarantee the document will be recorded by that Individual SECURE County Participant. Each Individual SECURE County Participant utilizing SECURE may have its own specific requirements for the recordation of documents including, but not limited to, document types authorized for recording and payment methods. Documents not meeting Individual SECURE County Participant specific requirements for recording may be rejected by the respective county.
- 6.19 Following the electronic recordation of a document, Authorized Submitter agrees to deliver the original document to the real party in interest.
- 6.20 Authorized Submitter agrees to comply with Attorney General Acknowledgment of Responsibilities form #0012 that states the password policy and protection standards.
- 6.21 Authorized Submitter agrees to provide a workstation that is exclusively dedicated to SECURE, that is to be located in a secure location, out of the sight of the public. The workstation may not be located in a place where the workstation can be tampered with or compromised by unauthorized SECURE individuals. The workstation must be accessible only to SECURE authorized individuals in compliance to the State of California Attorney General/Department of Justice ERDS Regulations. All workstations are subject to onsite inspections by the Lead County Recorder. The Authorized Submitter must inform the Lead County Recorder of the exact location of the

workstation. Authorized Submitter shall inform the Lead County Recorder of any changes to the workstation, including location of subject workstation.

**7. Scope of Services**

7.1 Lead County Recorder shall conduct ongoing monitoring of documents received and recorded through electronic recording means in an effort to protect the integrity of the recordation process.

7.2 Lead County Recorder shall test and maintain electronic recording software and hardware.

7.3 Lead County Recorder shall apply the same level of diligence in handling and examining documents submitted electronically as those submitted through the normal manual process.

7.4 If SECURE causes delays or power failures that interfere with the normal course of business, the Lead County Recorder shall notify the Authorized Submitter with a choice of using the manual recording process or waiting until the problem has been remedied.

**8. Owners' Review and Acceptance Required**

Authorized Submitter's right to submit documents under this Agreement is subject to Owners review and acceptance of Authorized Submitter's Pathway standards and procedures. Such approval will not be unreasonably withheld by Owners. This review is to confirm that Authorized Submitter's Pathway is secure and meets all requirements imposed by state law and this Agreement. Authorized Submitter agrees that, following initial approval Owners of Authorized Submitter's Pathway, if Authorized Submitter materially modifies its Pathway, Owners will be notified within 24 hours.

**9. General Recording Requirements**

9.1 Submission, acceptance and recording of any document must comply with all applicable federal, state and local laws.

9.2 Documents may be rejected in accordance with federal, state and local law including, but not limited to, the following reasons: document errors, failure to pay the filing or other fees due, the document is not a type of document a county recorder is authorized to accept for recording, or the document fails to meet any other applicable legal requirement(s).

9.3 Original documentation and/or original download data may be requested without prior notification by Lead County or Individual County Participant in the event of a security incident, investigation, contract breach or if documentation fails to meet any legal requirements, in order to substantiate the authenticity of the document(s) in question.

**10. Suspension**

Owners may suspend Authorized Submitter's submission of documents to SECURE, restrict access, or deny access to Authorized Submitter and any of Authorized Submitter's agents or individual staff members at any time in its sole discretion it deems necessary for the following:

- 10.1 To protect the public interest.
- 10.2 To protect the integrity of public records.
- 10.3 To protect real property owners from financial harm.
- 10.4 To prevent fraud.
- 10.5 For Agent's violation of, or to prevent the violation of, any federal, state, or local law.
- 10.6 For Agent's failure to notify Owners of material modifications to its Pathway within 24 hours.
- 10.7 For Agent's default of any provision of this Agreement.

Notice of suspension will be immediately provided to Authorized Submitter by Owners. Authorized Submitter may resume submission upon satisfactory resolution of the Owners' concern.

#### **11. Limitation of Liability**

- 11.1 Owners and Lead County Recorder shall be held harmless from and not incur any liability for any damages whatsoever caused either directly or indirectly for:
  - 11.1.1 Information electronically transmitted by the Authorized Submitter.
  - 11.1.2 Any breach of security, fraud or deceit resulting from electronic recording.
  - 11.1.3 Damages resulting from software, hardware, or other equipment failure.
  - 11.1.4 Delays or power failures that interfere with the normal course of electronic recording.
  - 11.1.5 Restricting or terminating Authorized Submitter's ability to electronically record documents.
  - 11.1.6 Claims, disputes, or legal actions concerning an electronic transaction, including, but not limited to, the accuracy, completeness or content of documents submitted for recording.
- 11.2 Authorized Submitter, Owners, and Lead County Recorder shall not be liable to each other for:
  - 11.2.1 Any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic recording transmission or receipt.



11.2.2 Any failure to perform processing of the transactions and documents where such failure is beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure, which prevents the parties from transmitting or receiving the electronic recording transactions).

11.2.3 Except for payment and indemnity obligations hereunder, any cessation, interruption or delay in the performance of an obligation hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labor strike, lockout boycott, provided that the party relying upon this paragraph: (a) shall have given the other party written notice thereof promptly and, in any event within five (5) days of discovery thereof and, (b) shall take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based in the event the force majeure event described in this paragraph extends for a period in excess of 3 days.

**12. Indemnification:**

12.1 Owners and Individual SECURE County Participants (hereinafter collectively referred to as "County Parties") shall not be liable for, and Authorized Submitter shall defend and indemnify County Parties against, any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Authorized Submitter or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Authorized Submitter shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

12.2 In the event of fraud that arises directly or indirectly from Authorized Submitter's submission of a document for electronic recording that impacts the value of or title to real estate, Authorized Submitter shall defend and indemnify the County Parties (as defined in section 12.1, above) against any Claims (as defined in section 12.1, above) for any electronic recording transaction in which the Authorized Submitter engages.

**13. Termination**

13.1 Either party may terminate this Agreement for any reason by providing 30 calendar days written notice of termination.

13.2 Owners may terminate this Agreement immediately if Authorized Submitter is in default of any of the terms of this Agreement.

13.3 Notwithstanding any other provision of this Agreement, the Owners may terminate this Agreement immediately at any time in its sole discretion it deems necessary for the following:

13.3.1 To protect the public interest.

13.3.2 To protect the integrity of public records.

13.3.3 To protect real property owners from financial harm.

13.3.4 To prevent fraud.

13.3.5 For Authorized Submitter's violation of, or to prevent the violation of, any federal, state or local law.

13.4 The indemnification and limitation of liability provisions of this Agreement shall survive any termination of this Agreement.

**14. Dispute Resolution**

Lead County Recorder and Authorized Submitter will attempt, in good faith, to resolve any controversy or claim arising out of or relating to electronic recording through either negotiation or mediation prior to initiating litigation.

**15. Governing Laws and Venue**

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

**16. Amendment**

Any amendments or modifications to this Agreement shall be in writing duly executed by each party's authorized official, which shall become effective at a time mutually agreed upon by the Parties. No alteration variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Agreement not incorporated herein shall be binding on either party.

**17. Assignment**

This Agreement is not assignable by the Authorized Submitter either in whole or part, without the written consent of the Owners.

**18. Entire Agreement**

This Agreement contains the entire and complete understanding of the Parties and supersedes any and all other agreements, oral or written, with respect to the terms under this Agreement.

**19. Parties in Interest**

None of the provisions of this Agreement or any other document relating hereto provides any rights or remedies to any person other than the Parties hereto and the Individual SECURE County Participants and their respective successors, transferees, assumers and assigns, if any.

**20. Privileged and Confidential Information**

The Authorized Submitter agrees that all personal information, which is considered privileged and confidential under state law contained within the documents submitted for recording will not be released by the Authorized Submitter to any individual or other legal entity who would not otherwise have authorized access to such information. Any release of information by the Authorized Submitter to any unauthorized individual or other legal entity may result in the Owners terminating this Agreement. The Authorized Submitter agrees to allow any audit the Owners deem necessary, without prior notification, to ensure privileged and confidential information is not released to an unauthorized party.

**21. Waiver**

No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by Owners shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. No delay or omission of Owners, in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this Agreement.

**22. Severability**

If any term or portion of this Agreement is held to be invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

**23. Sections and Exhibits**

All sections and exhibits referred to herein are attached hereto and incorporated by reference.

**24. Headings**

The Agreement captions, clause, section and attachment headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

**25. Recitals Incorporated**

The recitals of this Agreement are incorporated by this reference as set forth herein and are agreed to by the Parties.

**26. Notices**

Any notice pursuant to this Agreement shall be in writing and deemed given when delivered personally, sent by facsimile or deposited in United States mail, postage-prepaid, to the Parties listed below. For reporting a security incident, the Authorized Submitter shall call the Owners contact listed in Attachment C in addition to providing written notice.

### 26.1 Authorized Submitter

Notices for the Authorized Submitter will be sent to the Company Representative according to the Authorized Submitter Information listed below.

#### Authorized Submitter Information (please print):

Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax #: \_\_\_\_\_  
Web Site: \_\_\_\_\_

*Street Address (location of equipment/software)*

\_\_\_\_\_

*City, State and Zip Code*

#### Company Representative:

\_\_\_\_\_

Telephone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

#### Name of User:

\_\_\_\_\_

Telephone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

### 26.2 Lead County Recorder

Orange County Clerk-Recorder  
Attn: SECURE Coordinator  
12 Civic Center Plaza, Room 101, Santa Ana, CA 92701  
Fax: (714) 834-5808

IN WITNESS WHEREOF, the Authorized Submitter and Owners have executed this Agreement as of the date first written above.

Authorized Submitter: \_\_\_\_\_

Signed & Approved By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Lead County Recorder:**

<p>Approved By: _____ Date: _____</p> <p><b>HUGH NGUYEN, Orange County Clerk-Recorder</b></p>
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4/29/16

## Attachment A

### Technical Specifications

#### **A1. Submission Methods**

SECURE ERDS User Interface (UI)— users who will be scanning paper or uploading image files directly into SECURE ERDS will receive recording confirmation via the SECURE ERDS UI. SECURE ERDS UI allows user to upload a pre-scanned 300 DPI TIFF Group IV image or use a browser scanner TWAIN plugin.

SECURE ERDS Web API – users that directly connect to the SECURE ERDS Web API must adhere to the XSD standard. The SECURE ERDS XML files that are uploaded must include Base64 encoded 300 DPI TIFF Group IV image files. This process does not require a user to be involved in the transfer; it is an automatic process that will be programmed by the submitter in conjunction with the County. Users will receive recorded information via XML return package.

#### **A2. Communications Protocol**

HTTPS is required for the submission of instruments.

#### **A3. Security Framework**

The required security framework is provided for in the SECURE ERDS software. The ERDS software shall use a minimum of 128 bit file and image encryption. Industry standard Secure Sockets Layer (SSL) and user login with password that is encrypted shall be employed. User passwords are controlled by the user and at a minimum changed at 90 day intervals to reduce security exposure.

- a) Endpoint Security (Authentication Token)** - one token will be required for each user that will be utilizing SECURE ERDS. For use of the token to submit documents for ERDS recording electronically, please refer to the SECURE ERDS User Manual.

#### **b) Computers and User Accounts**

Computers that connect to ERDS will have system and application logging enabled with a retention period of 3 months. Lead County may request reports of user access and transaction activity.

Computers on which documents originate shall have: (1) all critical operating system patches applied within one month from when the patch first becomes available; (2) a hardware firewall installed and maintained; (3) up to date virus scan software that shall check for definition updates twenty-four hours; (4) screen lock must be configured for activation after 10 minutes of inactivity; and, (5) complex passwords, as per Microsoft password complexity requirements.

Shared user accounts may not be issued. At no time shall more than one person be authorized access to SECURE ERDS using a single SECURE ERDS user account or set of identity credentials. Each person shall be uniquely identified. If a user's status changes, so that access to SECURE ERDS is no longer required, the user's SECURE

ERDS account and identity credentials shall be disabled and revoked, but not deleted from the system. SECURE ERDS user accounts and identity credentials are non-transferable.

#### **4. Imaging Standards**

The following imaging standards shall be complied with:

- Documents must be scanned or uploaded at 300 DPI TIFF Group IV image or use a browser scanner TWAIN plugin.
- Documents will be scanned in portrait mode.
- All pages, including attachments, must be numbered sequentially.
- Documents must be scanned to original size.
- Document details, such as margins, font size and other similar requirements, must meet all applicable state statute as set out in, Government Code Section 27361 et seq.

## **Attachment B - Los Angeles County**

### **1. Hours of Operation:**

Documents may be submitted to the SECURE G2G Portal 24 hours a day Monday through Friday. County will only record during County business days/hours: M-F/8AM – 5PM. All documents are recorded using FIFO (First In First Out) method and are not guaranteed to be recorded the same day they are submitted.

### **2. Processing Guidelines:**

- a. Corrections are permitted when using the SECURE G2G Portal User Interface (UI) only.
- b. Corrections must be resubmitted within 30 minutes of return from Los Angeles County.
- c. Corrections not resubmitted within the 30 minute timeframe will result in the return of the entire batch.
- d. Resubmission of the document(s) will only be accepted the following business day.
- e. Pulls and/or rejections will not be accepted for resubmission and substitution of documents will not be allowed.

### **3. Batch Submittals**

- a. Government Agencies are required to request a unique submitter number from Los Angeles County for financial billing purposes.
- b. Batches shall be submitted using the unique Submitter number as the leading prefix, followed by the year, month, date, and batch number; i.e. G01-2009110501.
- c. Submitter shall limit the size of each batch to a maximum of 25 documents, for those scanned in using the SECURE G2G User Interface (UI).
- d. Submitter shall limit the size of each batch to a maximum of 100 documents, for those submitted using the Web API.
- e. For Submitters using the Web API method, break up the party/taxpayer/business name into separate fields for indexing purposes. Separate data fields are required for FIRST, MIDDLE, LAST and/or BUSINESS names in the file.
- f. It is the Agency's responsibility to ensure that uploaded or scanned batches are NOT duplicates of previously submitted documents. In the event that a duplicate batch is submitted for recording, it will be the responsibility of the Agency to submit releases of lien.

### **4. Document Types and Authority**

It is the responsibility of each agency to ensure documents submitted using the SECURE G2G portal are recordable within Los Angeles County based on current California state law requirements.

### **5. Recording Fees**

- a. All agencies will be required to establish a billing account with the Los Angeles County Financial Services Division.
- b. All fees shall be submitted according to Los Angeles County's existing billing process. It shall be noted that submitters identified as failing to submit proper fees or incurring Non Sufficient Fund ("NSF") checks will be blocked from submitting documents until financial issues are resolved.

### **6. Return Options**

Recording confirmation will be returned to the Government Agency in electronic format after recordation is complete.



- a. Agencies utilizing the SECURE G2G User Interface (UI) - This confirmation will include LA County's lead sheet, first page of document for reference only, and fees associated with document being recorded.
- b. Agencies utilizing the Web API – confirmation, recording data and fees will be returned in the XML file package.
- c. Submitted documents that are rejected either as a correction or a reject/pull will be returned to the Government Agency in electronic format along with a description of the reason(s) for rejection.

#### **7. Illegible Documents**

Government Agency is responsible for scanning at 300 dpi and performing quality assurance on each page of all documents to ensure compliance with photographically reproducible standards. Documents or page(s) not meeting this requirement will be rejected for rescanning and resubmission.

#### **8. Technical Service and Security Incident Contact Information**

If assistance is needed for SECURE technical issues or a security issue needs to be reported, contact (714) 478-9891 between the hours of 7:00 am and 5:00 pm.

#### **Los Angeles County Recorder Contacts**

Attn: Jaime Pailma, Manager  
Phone: (562)462-2889  
[jpailma@rrcc.lacounty.gov](mailto:jpailma@rrcc.lacounty.gov)

Attn: Sandra Spencer, Assistant Manager  
Phone: (562)462-2982  
[sspencer@rrcc.lacounty.gov](mailto:sspencer@rrcc.lacounty.gov)

Attn: Natasha Campbell, Section Head  
Phone: (562)462-2114  
[ncampbell@rrcc.lacounty.gov](mailto:ncampbell@rrcc.lacounty.gov)

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

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**Date:** January 23, 2019

**To:** Honorable Mayor and Members of the City Council

**From:** William K. Tam, City Manager

**Issue:** Request to Approve a Professional Consulting Contract with ECorp Consulting, Inc. for the preparation of CEQA documents (Initial Study and Mitigated Negative Declaration or Environmental Impact Report) for the construction of a stand-alone concrete tilt-up building totaling approximately 528,710 square feet for warehouse and office use, associated parking and landscaping located at 13131 Los Angeles Street [APN: 8353-020-007 per the 2018 Assessor's Parcel Map].

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**City Manager's Recommendation:**

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That the City Council approve the attached contract with Ecorp Consulting, Inc. for the preparation of an Initial Study and Mitigated Negative Declaration or Environmental Impact Report to be prepared in association with a land use entitlement application for property located at 13131 Los Angeles Street, Irwindale.

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**BACKGROUND**

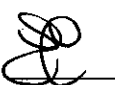
Duke Realty, the Applicant, submitted an application for a Site Plan and Design Review (DA) [SP&DR (DA)] No. 04-2018 on September 4, 2018. The application is for the development of a single new concrete tilt-up building for warehouse and office use with dock loading, totaling approximately 528,710 square feet for property located at 13131 Los Angeles Street. Environmental analysis is required under the California Environmental Quality Act (CEQA) for land use entitlements, including the SP&DR (DA).

After soliciting proposals through a Request for Proposals process, five (5) proposals were received. Consultant interviews were held on January 10, 2019 and ECorp Consulting, Inc. received the highest score. Staff is recommending the retention of Ecorp Consulting, Inc. to complete the CEQA work necessary to obtain entitlements for this project. The contract is for an amount not to exceed \$141,175.00 and is attached with this report. The Initial Study will determine the type of CEQA document to be prepared (a Mitigated Negative Declaration or an Environmental Impact Report).

**FISCAL IMPACT**

Duke Realty, the Applicant/Developer will provide a deposit of \$141,175.00 to cover 100% of the cost for this consultant work. The City's General Fund will not be impacted.

**Review:**

Fiscal Impact:  (Initial of CFO)

Legal Impact: \_\_\_\_\_ (Initial of City Attorney)  
*Electronically Approved by City Attorney Galante*

**Prepared By:** Marilyn Simpson, AICP, Community Development Manager/City Planner

**Phone:** 626-430-2209

  
\_\_\_\_\_  
William K. Tam, City Manager

**Attachment(s):**

A – Professional Services Agreement with ECorp Consulting, Inc. (including cost proposal)

# **ATTACHMENT "A"**

## **AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF IRWINDALE AND ECorp CONSULTING, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 23<sup>RD</sup> day of January 2019 by and between the City of Irwindale, a California municipal corporation ("City") and Ecorp Consulting, Inc. ("Consultant"), 1801 Park Court Place, Building B, Suite 103, Santa Ana, California 92701. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

### **RECITALS**

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Irwindale's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

### **OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

#### **ARTICLE 1. SERVICES OF CONSULTANT**

##### **1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this

Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

#### 1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

#### 1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

#### 1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

#### 1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

#### 1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until

acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

#### 1.7 Prevailing Wages.

Consultant is advised of the requirements of California Labor Code Section 1720 which provides: prevailing wage rates apply to "[construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority." It is the Parties' understanding that this Project shall not be required to pay prevailing wages pursuant to Sections 1770 – 1781 of the California Labor Code and 33423 – 33426 of the California Health and Safety Code. To this end, Consultant acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations ("DIR"), require Consultant or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law, then Consultant shall indemnify, defend, and hold City harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. The City make no representation that any work completed by Consultant is or is not subject to Prevailing Wage Law.

#### 1.8 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

#### 1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work

done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

#### 1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

### **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

#### 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ONE HUNDRED FORTY ONE THOUSAND ONE HUNDRED SEVENTY FIVE DOLLARS (\$141,175.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

#### 2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

#### 2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

#### 2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall

detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

## **2.5    Waiver.**

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

# **ARTICLE 3. PERFORMANCE SCHEDULE**

## **3.1    Time of Essence.**

Time is of the essence in the performance of this Agreement.

## **3.2    Schedule of Performance.**

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

## **3.3    Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the



judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

### 3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

## **ARTICLE 4. COORDINATION OF WORK**

### 4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Brant A. Brechbiel  
(Name)

Vice President/Chief Contracting Officer  
(Title)

Anne Surdzial  
(Name)

Director, CEQA/NEPA Services  
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

### 4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or

agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

#### 4.3 Contract Officer.

The Contract Officer shall be the City Manager or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### 4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### 4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

## ARTICLE 5. INSURANCE AND INDEMNIFICATION

### 5.1 Required Insurance Policies.

Without limiting Consultant's indemnification of the City and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

### 5.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers' Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers' Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance of services. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available

insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Deductibles/ Self-insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City , either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's

performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

### 5.3 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

### 5.4 Indemnification.

(a) Indemnity for Professional Liability. Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officers, officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs where the same arise out of, are a consequence of, or are in any way attributable to whole or in part by, any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnity for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, but excluding such claims or liabilities to the extent caused by the sole negligence or willful misconduct of the City.

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### 6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this

Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

## 6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

## 6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made

for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

#### **6.4 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

### **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

#### **7.1 California Law.**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.



## 7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

## 7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

## 7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

## 7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise

by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

#### 7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

#### 7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

#### 7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

#### 7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party

in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

### **8.1 Non-liability of City Officers and Employees.**

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

### **8.2 Conflict of Interest.**

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### **8.3 Covenant Against Discrimination.**

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

### **8.4 Unauthorized Aliens.**

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1    Notices.**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Avenue, Irwindale, California 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

### **9.2    Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

### **9.3    Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

### **9.4    Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials \_\_\_\_\_

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF IRWINDALE, a municipal  
corporation

\_\_\_\_\_  
Albert Ambriz, Mayor

**ATTEST:**

\_\_\_\_\_  
Laura M. Nieto, CMC, Deputy City Clerk  
**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Fred Galante, City Attorney

**CONSULTANT:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: Brant Brechbiel  
Title: Vice President/Chief  
Contracting Officer

By: \_\_\_\_\_  
Name: Anne Surdzial  
Title: Director, CEQA/NEPA  
Services  
Address: 1801 Park Court Place,  
Building B, Suite 103,  
Santa Ana, CA 92701

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

☐  
☐

INDIVIDUAL  
CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

☐  
☐  
☐  
☐  
☐

PARTNER(S) ☐ LIMITED  
GENERAL  
ATTORNEY-IN-FACT  
TRUSTEE(S)  
GUARDIAN/CONSERVATOR

OTHER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

#### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

☐  
☐

INDIVIDUAL  
CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S) ☐ LIMITED  
☐ GENERAL

\_\_\_\_\_  
NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER \_\_\_\_\_

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

#### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Proposal Dated December 3, 2018 (Revised January 16, 2019)

#### **SCOPE OF WORK**

##### **Task 1 – Project Kickoff and Project Description**

The ECORP Team will schedule and conduct a project kickoff meeting with City staff within one (1) week of the notice to proceed (NTP). The purpose of the meeting will be to establish communication protocol, confirm the scope and schedule, identify project stakeholders and agencies to be consulted, and identify any remaining data to be transferred. A site visit will be conducted in conjunction with the project kickoff. ECORP will prepare the Project Description to include required content pursuant to CEQA Guidelines Section 15124. This will include project location, project objectives, narrative description of project, technical and environmental characteristics, proposed uses of the speculative building, a construction timeline, intended uses and agencies expected to use the CEQA document, and permit(s) required to implement the project. Agreement between the City and the ECORP Team on the elements of the Project Description before analysis begins will help ensure that the project stays on schedule and within budget.

##### **Task 2 – Prepare CEQA Initial Study**

ECORP will complete an Initial Study (IS) to support the City's determination as to the appropriate type of CEQA documentation for the Project. The IS will include an Introduction, Project Description, Environmental Setting, completed Environmental Checklist Form, Organizations and Persons Consulted, and Appendices containing technical information and reports. Together with findings of the technical studies (Task 3), the IS will provide the basis for a City determination of the type of CEQA document (Mitigated Negative Declaration [MND] or EIR) to be processed to support discretionary approvals.

##### **Task 3 – Technical Studies**

Team member KOA will prepare a traffic impact analysis, while ECORP will prepare the following technical studies: air quality, greenhouse gas emissions, health risk assessment, and noise. The approach to preparation of these studies is provided below.

##### **3.1 Traffic Impact Analysis**

The scope of services for the traffic impact analysis includes the following tasks.

**Scoping Effort.** KOA will create a succinct scoping document including count locations, timeframes, volume types, LOS definitions, scenario definitions, trip generation including trucks and autos, ambient growth cumulative project inputs, and other necessary details. After the City provides comments on or verification of the assumptions, the next step of the analysis will begin.

**Traffic Data Collection.** Both AM and PM peak-hour vehicle turning movement counts will be conducted from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. at up to 10 study intersections, envisioned to be located on the roadway corridor of Los Angeles Street and some north-south corridors such as Baldwin Park Boulevard or Peck Road.

**Trip Generation.** A trip generation estimate of the proposed Project will be created based on a proposed Project site plan, total gross floor area of the industrial use, and other operational details that might be available. Passenger car equivalency (PCE) factors will be added based on numbers of trucks with trailers or truck cabs only, if such information can be defined for the land use program or proposed tenants.

**Traffic Analysis.** An analysis file will be setup to include existing and project year baseline scenarios. Study intersection approach lane and signal phasing will be verified in the field. An impacts analysis under existing baseline analysis will be conducted using the existing traffic volumes and estimated project trips. Project year future projections will include ambient growth projections from the Metro CMP, the SCAG RTP, or another source as determined through coordination with the City, and cumulative/planned area project trips as applicable.

**Queuing Analysis.** KOA will analyze off-ramp queuing, merge/diverge locations, and mainline flow effects for pre-Project and post-Project conditions at the Los Angeles Street/I-605 interchange to the Proposal for Environmental Assessment of a Speculative Concrete Tilt-Up Building (±528,710 Square Feet) in the City of Irwindale, California west of the Project site. The

queuing analysis will be based on current Highway Capacity Manual methodologies. This analysis will serve as a specialized analysis within the overall study area, specifically to identify any potential impacts on California Department of Transportation (Caltrans) facilities.

**Prepare Draft and Final Traffic Impact Analysis Report.** KOA will prepare a draft traffic impact study for review by the City. Electronic Word or PDF versions of the document can be provided, and hard copies can also be provided for review as needed. Comments will be incorporated, and the final traffic impact study will be submitted to the City.

**Meeting Attendance.** KOA will attend up to four meetings, including but not limited to the kick-off meeting (Task 1) with City staff, one meeting with staff to discuss issues regarding the preparation of the draft document, and two public hearings before the Planning Commission and City Council.

**Project Coordination.** If any or all of the meetings are not necessary, KOA will use the allocated meeting budget for general coordination efforts. Project coordination will include regular communication via email and telephone.

### **3.2 Greenhouse Gas Emissions**

**Project Greenhouse Gas Emissions.** ECORP will review the land use data and estimate greenhouse gas (GHG) emissions utilizing the latest version of the CalEEMod emissions model. Total GHG emissions from construction activities, including demolition and removals, new building construction and site improvements, will be amortized into the GHG emissions inventory. Direct (i.e., area and mobile sources) and indirect (i.e., energy/water consumption and wastewater/solid waste generation) sources will be included in the analysis. The significance of the estimated GHG emissions associated with the Proposed Project will be determined by comparison of the increase in GHG emissions associated with the Project assessed against the South Coast Air Quality Management District's (SCAQMD's) numeric bright-line threshold of 10,000 metric tons of carbon dioxide equivalent (CO<sub>2</sub>e) annually for industrial projects. SCAQMD thresholds were developed as part of the SCAQMD GHG CEQA Significance Threshold Working Group. The working group was formed to assist the SCAQMD's efforts to develop a GHG significance threshold and is composed of a wide variety of stakeholders including the state Office of Planning and Research (OPR), the California Air Resources Board, the Attorney General's Office, a variety of city and county planning departments in the South Coast Air Basin, various utilities such as sanitation and power companies throughout the basin, industry groups, and environmental and professional organizations. SCAQMD thresholds were developed to be consistent with CEQA requirements for developing significance thresholds, are supported by substantial evidence, and provide guidance to CEQA practitioners and lead agencies with regard to determining whether GHG emissions from a proposed project are significant.

The Project will also be compared to the Southern California Association of Governments' (SCAG's) 2016 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). The RTP/SCS is a long-range visioning plan that balances future mobility and housing needs with economic, environmental, and public health goals. The RTP/SCS establishes GHG emissions goals for automobiles and light-duty trucks for 2020 and 2035 as well as an overall GHG target for the Project region.

### **3.3 Air Quality (Including Health Risk Assessment)**

**Establish the Existing Conditions and Regulatory Framework.** Primary pollutants of concern in the South Coast Air Basin, which encompasses the Project area, include ozone, particulate matter, and toxic air contaminants. ECORP staff will prepare an air quality analysis for the Proposed Project in accordance with the SCAQMD's recommended methodologies and thresholds of significance, including SCAQMD's localized significance thresholds (LSTs). Baseline meteorological and air quality data developed through the California Air Resources Board (CARB) will be utilized for the description of existing ambient air quality. Air quality data from the nearest air quality monitoring station from the site (the Azusa monitoring station) will be

included to help highlight existing air quality local to the Project area. The analysis will also describe and address the requirements set forth by the SCAQMD *CEQA Air Quality Handbook*.

**Construction-Related Regional Emissions.** Construction emissions associated with the Project will be quantified based on default parameters contained in the CalEEMod model for Los Angeles County, augmented with any refined data able to be provided by the Project applicant (i.e., construction equipment list, major construction phases descriptions, construction timing). The air pollutant emissions during construction will be compared to the SCAQMD regional thresholds of significance.

**Construction-Related Localized Emissions.** SCAQMD has established that impacts to air quality are significant if there is a potential to contribute to or cause localized exceedances of the federal and/or state ambient air quality standards (NAAQS/CAAQS). Collectively, these are referred to as LSTs, which represent the maximum emissions from a project that will not cause or contribute to an exceedance of the most stringent applicable federal or state ambient air quality standard at the nearest residence or sensitive receptor. LSTs were developed in response to environmental justice and health concerns raised by the public regarding exposure of individuals to criteria pollutants in local communities. To address the issue of localized significance, the SCAQMD adopted LSTs that show whether a project would cause or contribute to localized air quality impacts and thereby cause or contribute to potential localized adverse health effects. LSTs are based on the ambient concentrations of pollutants within the Project source receptor area (SRA), as demarcated by the SCAQMD, and the distance to the nearest sensitive receptor. The Project is located within the SCAQMD's Source Receptor Area 9 (East San Gabriel Valley). Based on localized meteorological data for SRA 9, ECORP will analyze localized construction-related impacts based upon the SCAQMD's LST methodology.

**Long-Term Emissions.** Operational (i.e., area and mobile source) emissions will be quantified and compared to the SCAQMD regional thresholds of significance. Primary sources of emissions will be related to local/regional vehicle miles traveled based on trip data from the Project's Traffic Study. Project consistency with SCAQMD's 2016 Air Quality Management Plan (AQMP) will also be evaluated.

**Health Risk Assessment (HRA).** The Proposed Project would accommodate heavy-duty trucks and thus would be a source of diesel particulate matter (DPM) emissions from trucks idling and accessing the site. The quantitative impact analysis will involve the development of an emissions inventory for DPM sources, dispersion modeling to determine concentrations at vicinity sensitive receptors, and a determination of the chronic and acute health impacts along with the projected increase in cancer risk due to exposure to DPM. The emission of DPM will be based on the number of average daily heavy-duty truck trips derived from the Project traffic consultant, as well as the specific truck distribution patterns in the Project vicinity. The quantitative HRA will be prepared in accordance with SCAQMD's guidance, including that contained in SCAQMD's Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis. The modeled concentrations will be used to estimate the increased cancer risk and health hazard in accordance with the California Environmental Protection Agency's Office of Environmental Health Hazard Assessment (OEHHA) *Air Toxics Hot Spots Program Risk Assessment Guidelines - The Air Toxics Hot Spot Program Guidance Manual for Preparation of Health Risk Assessment* (2015). The assessment will present background information on DPM and health risks, the assumptions used for the modeling and modeling methodology, and the results of the analysis. Pollutant concentrations and corresponding cancer risk from the Project site will be identified. ECORP proposes to evaluate potential health risk impacts in a stand-alone attachment to the Emissions Assessment. The quantitative HRA-related analysis would be supported by modeling documentation.

### **3.4 Noise Impact Analysis**

ECORP will evaluate potential noise impacts from construction and occupancy and use of the Project.

An electronic PDF version and print copies of the ADEIR (MS Word format) will be provided for City review.

### **5.3 Public Review Draft EIR**

**Draft EIR.** ECORP will meet with the City to review comments on the first draft of the EIR and will submit a second draft for City review and approval to distribute as the public review Draft EIR. Once approved for distribution, ECORP will prepare and distribute copies of the Draft EIR to the City, State Clearinghouse, and public agencies.

**Notice of Availability (NOA) and Notice of Completion (NOC).** ECORP will file the NOA with the County Clerk as soon as the Draft EIR is completed and approved for distribution for public review. ECORP will prepare and submit on CD the NOC to the State Clearinghouse, along with 15 print copies of the EIR Executive Summary, 15 copies of the Draft EIR, and technical appendices.

### **5.4 Response to Comments, Final EIR, MMRP and Findings of Facts**

**Response to Comments.** ECORP will review comments received on the Draft EIR, coordinate the approach to responses to comments with the City, and prepare responses for City review. Revisions will be made based on City comments and a complete set of the Response to Comments will be distributed by ECORP to public agencies and private organizations that commented on the Draft EIR. For budgeting purposes, up to ten comment letters with approximately five comments each are assumed (approximately 50 comments).

**Mitigation Monitoring and Reporting Program (MMRP).** ECORP will prepare the Draft MMRP for submittal to the City concurrently with the submittal of the Administrative Final EIR.

**Administrative Final EIR.** The Administrative Final EIR, will consist of copies of comment letters received on the Draft EIR, responses to these comments, errata or necessary changes to Draft EIR text based on the comments, and the MMRP. ECORP will make any necessary changes by including amended text or graphics in the Final EIR submittal to the City.

**Final EIR.** Following receipt of City review comments on the Administrative Final EIR, ECORP will prepare the Final EIR.

**Findings of Facts.** ECORP will prepare a draft Findings of Facts (CEQA Guidelines Section 15091) and, if necessary, the Statement of Overriding Considerations (SOC) (Guidelines Section 15093). ECORP will revise and finalize the Findings and SOC with the Final EIR.

**Notice of Determination (NOD).** ECORP will prepare and post the NOD with the County Clerk and State Clearinghouse within five days of a City Council decision to carry out or approve the project. ECORP assumes Fish and Wildlife filing fees, if required, will be the responsibility of the City (or applicant).

### **5.5 Meetings and Project Management**

ECORP will attend Project meetings and coordinate with City staff throughout the CEQA process. Attendance at four (4) Project meetings, including the kickoff meeting (Task 1) an additional meeting with staff to discuss Project issues during draft EIR preparation, plus two (2) public hearings before the Planning Commission and City Council) are assumed for budgeting purposes. Coordination and progress calls with City staff will take place on a regular basis throughout the EIR process.

**Deliverables:** A preliminary list of deliverables by type is provided below. The specific number and format (PDF, MS Word, CD) will be determined with the City.

- Draft/Final Initial Study
- Draft/Final Technical Studies

#### **MND Option:**

- Copies of the Administrative Draft MND
- Copies of the Public Review Draft MND
- Draft/Final Response to Comments, MND, and MMRP
- Hearing Support Materials

#### **EIR Option:**

- First Administrative Draft, Second Administrative Draft and Public Review Draft EIR
- Response to Comments/Administrative Draft/Final EIR
- Draft/Final Mitigation Monitoring and Reporting Program (MMRP)
- Draft/Final Findings of Facts/Statement of Overriding Considerations (if necessary)

Attendance at four (4) Project meetings, including the kickoff meeting (Task 1) an additional meeting with staff to discuss Project issues during draft MND preparation, plus two (2) public hearings before the Planning Commission and City Council are assumed for budgeting purposes. Coordination and progress calls with City staff will take place on a regular basis throughout the MND process.

#### **Task 5 (Option 2) – Prepare EIR**

If supported by the analysis in the IS, ECORP will prepare an EIR.

##### **5.1 Scoping**

ECORP will prepare and circulate the Notice of Preparation (NOP) with the IS and will conduct a public scoping meeting for the Project if desired by the City and warranted pursuant to CEQA Guidelines Section 15082(c)(3) and Section 15083. The IS (Task 2) will identify the environmental topics requiring further analysis in the EIR, as well as those topics not requiring any further analysis. Based on our review of the Project site and its surroundings, as well as experience with manufacturing/warehouse and other industrial projects, ECORP anticipates the following environmental topics would be identified for analysis in an EIR: Transportation and Traffic, Air Quality/GHG Emissions, Hazards and Hazardous Materials, Noise, and Aesthetics. ECORP will assist the City in organizing the public scoping meeting and will provide a presentation on the scoping purpose, environmental process, Project characteristics, and comment cards. ECORP staff are available to provide Spanish language services (i.e. translation of public comments and comment cards) if desired by the City. Contacts for further information will be provided. ECORP will review, with the City, comments received following the close of the NOP review period and will make recommendations for adjustments in the scope of the EIR analysis, if warranted.

##### **5.2 Administrative Draft EIR**

**Environmental Impact Analysis.** ECORP will prepare and submit an Administrative Draft EIR (ADEIR) to the City for review and comment prior to the preparation of the Draft EIR. Based on the IS checklist and scoping, the EIR will include topics for which impacts were identified either as "potentially significant" or "less than significant with mitigation incorporated." Any mitigation required in the IS will be carried forward to the EIR, so that it will be documented in the MMRP. The analysis of hazards and hazardous materials will utilize publicly available records, studies, and information in previously prepared Phase I site assessment reports provided by the City.

**Cumulative Impacts.** Analysis of cumulative impacts will be included, based on a list of other closely related past, present, and reasonably foreseeable probable future projects developed in concert with the City. In addition, the EIR will address the extent to which the project may promote growth directly or indirectly.

**Alternatives.** A range of reasonable alternatives to the proposed project will be identified with the City and evaluated. These may include, but not be limited to alternatives previously considered for the site or considered and rejected. The CEQA-mandated No Project Alternative will be addressed.

##### **Other CEQA Sections**

The EIR will include other sections required by CEQA, including:

- Table of Contents
- Executive Summary
- Impacts Found Not to be Significant
- Growth-Inducing Impacts
- Significant, Irreversible Environmental Changes
- Organizations and Persons Consulted
- References
- Appendices

The analysis in the noise section will be supported by modeling documentation included as an attachment.

**Existing Conditions.** Applicable noise standards regulating noise impacts and land use compatibility will be identified. Applicable noise standards regulating noise impacts promulgated by Irwindale, Baldwin Park, and the County of Los Angeles will be identified. In order to establish the existing ambient noise levels currently experienced at these receptors, a site visit will be conducted, and short-term noise level measurements will be taken in the Project area. The noise monitoring survey will be conducted at up to three separate locations to establish baseline noise levels. Noise recording lengths are anticipated to require approximately 10 minutes at each location.

**Construction-Related Noise and Vibration.** Construction would occur during implementation of the Project. Noise impacts from construction sources will be analyzed based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The analysis will employ the Roadway Construction Noise Model to quantify Project construction noise and identified construction noise impacts will be evaluated in terms of maximum levels (L<sub>max</sub>) and hourly equivalent continuous noise levels (L<sub>eq</sub>) and the frequency of occurrence at nearby sensitive locations. In addition to construction noise, an analysis of vibration impacts will be based on Caltrans 2004 vibration analysis guidance. Analysis requirements will be based on the sensitivity of the area and specific construction activities.

**Operational Noise Sources.** The evaluation of stationary source noise impacts emanating from the Project (e.g., forklifts, back-up beepers, loading bays, and mechanical equipment) will be addressed. In addition to stationary noise, onsite and offsite noise impacts from vehicular traffic will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). The 24-hour weighted Day-Night Average (L<sub>dn</sub>) will be presented in a tabular format.

#### **Task 4 (Option 1) – Prepare Mitigated Negative Declaration (MND)**

##### **4.1 Prepare Administrative Draft MND**

For purposes of this proposal option, ECORP assumes that the IS will indicate that an MND will be needed to support CEQA approval of the Project. ECORP will revise the IS based on City comments and prepare an Administrative Draft IS/MND (if applicable) for City review and approval to post/distribute as the public review Draft IS/MND.

##### **4.2 Prepare Public Review Draft MND**

ECORP will meet with City staff to review comments on the Administrative Draft IS/MND and will make necessary revisions prior to the release of the Draft IS/MND for public review. ECORP will produce an unbound master copy of the Public Review Draft IS/MND and a complete set of electronic PDF files, and will coordinate printing of copies for public distribution as directed by the City. A Notice of Availability (NOA) and the Notice of Completion (NOC) transmittal form will be prepared by ECORP for transmittal to the State Clearinghouse with copies of the Public Review Draft IS/MND.

##### **4.3 Prepare Responses to Comments and Final MND**

ECORP will evaluate agency and public comments received on the Draft IS/MND and will prepare the Response to Comments. The possible need for any additional new analysis, supplemental technical studies, and/or errata will be reviewed with City staff. An Administrative Final IS/MND with responses to comments conforming to CEQA requirements will be provided to the City.

##### **4.4 Mitigation Monitoring and Reporting Program (MMRP)**

ECORP will prepare the Mitigation Monitoring and Reporting Program (MMRP) in conformance with CEQA Guidelines Section 15097 and the City's preferred format. A camera-ready master copy of the Final IS/MND and MMRP will be prepared for printing and distribution, along with the electronic PDF files for City website posting.

##### **4.5 Meetings and Project Management**

ECORP will attend Project meetings and coordinate with City staff throughout the CEQA process.

## TRIBAL CULTURAL RESOURCES SUPPORT

Consultation with California Native American tribes under Assembly Bill 52 (AB 52) is the responsibility of the CEQA lead agency. However, ECORP can assist the City of Irwindale with the consultation process. AB 52 states that Tribes interested in consulting must submit or have submitted a general request letter to the consulting agency to consult under AB 52 on CEQA projects. First, ECORP will coordinate with the City to determine which tribes have submitted general requests to consult under AB 52. AB 52 requires that each group that has submitted general consultation requests must be contacted by letter to provide them with information about the project and ask if they wish to consult with the agency for the proposed project.



*ECORP's expertise in Tribal Cultural Resources has led us to provide AB 52 training and consultation to more than 65 groups since the bill became effective in 2015.*

ECORP will draft the letters for the City and submit the draft letters to the City electronically. We have assumed that the City staff will print the letters on agency letterhead, obtain the required internal signatures, and provide ECORP with the letters for mailing to the tribes and individuals who have submitted general request letters within 14 days of determining that the project application is complete, as required by AB 52. For tribes that respond within 30 days with a request to consult, ECORP will assist the City in initiating consultation. Consultation must be initiated within 30 days of receiving the written request to consult. ECORP will assist the City by arranging meeting times for consultation or field visits. Native American consultation meetings will be led by City staff with technical assistance from ECORP. ECORP will document the consultation process and comments discussed and advise the City on how to come to conclusion to the consultation, as specified by AB 52. For costing purposes, ECORP assumes that one (1) on-site meeting will occur as part of the AB 52 process.

After comments have been addressed in the CEQA document as appropriate, or a robust administrative record has been assembled to document unsuccessful attempts to consult with one or more tribes under AB 52, ECORP will draft an AB 52 conclusion letter for the City to send to the tribes. The letter will summarize the consultation efforts under AB 52, the comments received, and the measures taken to address those comments. If any comments are not reasonable or feasible to address, then the letter will also state why that is the case. The purpose of the letter is to officially conclude the AB 52 consultation and close out the administrative record, thereby demonstrating compliance. ECORP assumes that the City will maintain an administrative record documenting all AB 52 Consultation activities and results.

**Estimated Fees..... \$3,500**

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS  
(Superseding Contract Boilerplate)**

**THERE ARE NO SPECIAL REQUIREMENTS FOR THIS CONTRACT.**



## **EXHIBIT "C"**

### **SCHEDULE OF COMPENSATION/BUDGET**

Proposal Dated December 3, 2018 (Revised January 16, 2019)

#### **COST ESTIMATE**

**TABLE 2 – COST BREAKDOWN – INITIAL STUDY AND TECHNICAL STUDIES**

<b>Activity</b>	<b>Cost</b>
<b>Task 1 – Project Kickoff and Project Description</b>	\$4,960
<b>Task 2 – Prepare CEQA Initial Study</b>	\$6,400
<b>Task 3 – Technical Studies</b>	
3.1 – Traffic Impact Analysis	\$24,305*
3.2 – Greenhouse Gas Emissions	\$3,200
3.3 – Air Quality (including Health Risk Assessment)	\$6,900
3.4 – Noise Impact Analysis	\$3,500
3.5 – Tribal Cultural Resources Support	\$3,500
<b>INITIAL STUDY COST</b>	<b>\$52,765</b>

**TABLE 3 – COST BREAKDOWN – MND**

<b>Activity</b>	<b>Cost</b>
<b>Task 4 (Option 1) – Prepare Mitigated Negative Declaration (MND)</b>	--
4.1 – Prepare Administrative Draft MND	\$6,900
4.2 – Prepare Public Review Draft MND	\$2,400
4.3 – Prepare Responses to Comments and Final MND	\$4,350
4.4 – Mitigation Monitoring and Reporting Program (MMRP)	\$1,800
4.5 – Meetings and Project Management	\$3,650
<b>Labor Cost</b>	<b>\$19,100</b>
Direct Costs – Printing/Postage, Mailing/Mileage	\$650
<b>MND COST</b>	<b>\$19,750</b>

**TABLE 4 – COST BREAKDOWN – EIR**

<b>Activity</b>	<b>Cost</b>
<b>Task 5 (Option 2) – Prepare EIR</b>	--
5.1 – Scoping	\$6,200
5.2 – Administrative Draft EIR	\$42,090
5.3 – Public Review Draft EIR	\$12,950
5.4 – Responses to Comments, Final EIR and Findings of Fact	\$17,920
5.5 – Meetings and Project Management	\$8,300
<b>Labor Cost</b>	<b>\$87,460</b>

Activity	Cost
Direct Costs – Printing/Postage, Mailing/Mileage	\$950
<b>EIR COST</b>	<b>\$88,410</b>

\*Includes 5% ECORP administrative handling mark-up on subconsultant

As indicated by Tables 2 and 3, the total cost for preparation of an Initial Study, Technical Studies, and **Mitigated Negative Declaration (MND) is \$72,515**. The total cost for preparation of an Initial Study, Technical Studies, and **EIR is \$141,175** (Tables 2 and 4).

#### 1. **Cost Assumptions**

Schedule estimates are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by the City's needs and other circumstances. ECORP Consulting, Inc. will perform the services and accomplish the objectives within the presented costs and schedule. However, if the scope of work or schedule changes, ECORP Consulting, Inc., will offer separate proposals for any out-of-scope work.

ECORP has itemized estimated costs by phase and task in Tables 2, 3 and 4 above. Project milestones for payment corresponding with major deliverables will be determined with the City prior to project initiation.

ECORP Consulting, Inc., assumes that, by receipt of notice to proceed, full access to the property will be provided by the City, including keys to locked gates and advance notice to existing property tenants of our right of entry.

ECORP Consulting, Inc. shall not be held responsible for work delays or cancellations caused by strikes, accidents, acts of God, delays imposed by the City, or other delays beyond the control of ECORP Consulting, Inc.

It is assumed that ECORP Consulting, Inc. can use and rely on the data and information contained in the project related documents provided by the City. ECORP Consulting, Inc., will not perform a technical review of these documents, and will not be responsible for the content or accuracy of these studies.

Expert Witness Testimony, including Depositions, is billed on a time-and-materials basis at time and a half.

If a technical study identifies an impact that would remain significant after mitigation (potentially requiring an Environmental Impact Report [EIR]), then ECORP will immediately notify the City to determine if there may be an engineering solution to minimize or avoid the impact. Color copies, equipment, and other direct expenses are reimbursed with a 10% administrative handling charge (excluding mileage). These charges are included in the cost estimate, above.

AB 52 Native American Consultation support is included in this proposal.

## **EXHIBIT "D"**

### **SCHEDULE OF PERFORMANCE/TIMELINE**

Proposal Dated December 3, 2018 (Revised January 16, 2019)

#### **Schedule**

ECORP is confident we will meet the time frame for the completion of the required CEQA document as detailed in the schedule below. The 30-day Assembly Bill (AB) 52 (for Native American consultation) response period and any related tribal consultation will need to be completed prior to the start of the public review period.

Table 1 – Project Kickoff and Initial Study

<b>Tasks</b>	<b>Timeline</b>
Notice to Proceed/Kickoff Meeting/AB 52 Tribal Notification	Week 1-2
Project Description	Week 3
Initial Study (and technical studies)	Weeks 6-8

Table 1 Option 1 – Mitigated Negative Declaration

<b>Tasks</b>	<b>Timeline</b>
Administrative Draft IS/MND	Week 10 (follows preparation of Initial Study)
City Review	Weeks 11-12
Revised Administrative Draft IS/MND	Week 13
City Review	Week 14
Distribute Public Review Draft IS/MND (30-day Review)	Week 15
Responses to Comments and MMRP	Week 19
City Review	Weeks 20-21
Final IS/MND	Week 23
Public Hearings	TBD

Table 1 Option 2 – EIR

<b>Tasks</b>	<b>Timeline</b>
Notice of Preparation	Week 10 (follows preparation of Initial Study)
Distribute IS/NOP	Week 12
Public Scoping (30 days)	Weeks 12-15
Administrative Draft EIR	Week 18
City Review	Week 19-20
Revise Administrative Draft EIR	Week 22
Distribute Draft EIR, NOC, NOA	Week 24
Draft EIR Public Review (45 days)	Week 31
Response to Comments and MMRP	Week 32
City Review	Week 33-35
Administrative Final EIR, Draft Findings and Statement of Overriding Considerations (if necessary)	Week 38
Final EIR	Week 40
Public Hearings	TBD

- ☒ City Council  
☐ Successor Agency  
☐ Housing Authority  
☐ Reclamation Authority  
☐ Joint Powers Authority

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

**Date:** January 23, 2019  
**To:** Honorable Mayor and Members of the City Council  
**From:** William K. Tam, City Manager  
**Issue:** County of Los Angeles Department of Animal Care and Control Increased Costs for Contract Cities

**City Manager's Recommendation:**

That the City Council authorize the Mayor to sign and deliver a letter to Ms. Sachi A. Hamai, Chief Executive Officer for the County of Los Angeles regarding the County of Los Angeles Animal Care and Control's increase costs for contract cities, including Irwindale.

**Background and Analysis:**

In April 2018, the County of Los Angeles Department of Animal Care and Control (DACC) held various workshops to inform Contract Cities of its recent cost survey, analysis and recommendations completed by MGT Consultants on behalf of the County. The workshop informed contract cities such as Irwindale of MGT Consultants' recommendations and county billing changes proposed for FY 2018/2019. A six year flat rate per-impound increase would go into effect beginning July 1, 2018. The major change means that, instead of cities paying a daily rate with the maximum days charged capped at 5 days, beginning July 1, 2018, the County would charge a flat rate based on a minimum amount equating to a 5-day impound, even if the animal is impounded for less than 5 days. The following chart outlines their 6-year plan:

Year 1: 5-day flat rate per impound  
 Year 2: 6-day flat rate per impound  
 Year 3: 7-day flat rate per impound  
 Year 4: 8-day flat rate per impound  
 Year 5: 9-day flat rate per impound  
 Year 6: 10-day flat rate per impound

These increases equate to significant increases to cities, which would negatively affect their general fund. For example, based on this new plan, it is estimated that the City of Irwindale's cost would increase as follows:

FY17/18	FY18/19 (1)	FY19/20 (2)	FY20/21 (3)	FY21/22 (4)	FY23/24 (5)	FY24/25 (6)
\$17,346	\$23,039	\$26,403	\$29,947	\$33,672	\$37,592	\$41,710

The cost increase does not affect the City of Irwindale as much as most of the other cities in Los Angeles County due to our level of service and our residential population. There are not



January 23, 2019

Ms. Sachi A. Hamai  
Chief Executive Officer  
County of Los Angeles  
Chief Executive Office  
Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713  
Los Angeles, CA 90012

Dear Ms. Hamai,

This letter concerns the upcoming significant cost increases to contract cities for services provided by the Los Angeles County Department of Animal Care and Control (DACC) and are based on the DACC's new Billing Rates and Cost Recovery Methodology Plan. Contract Cities were informed that these cost increases did not have to go before the Board of Supervisors for approval nor were we invited to be a part of the process. In April 2018, the County DACC held various workshops where they informed Contract Cities of these significant cost increases and the 6-year plan to implement the increases, which would begin on July 1, 2018. Representatives from at least 17 Cities located in Los Angeles County met with DACC staff to share our concerns in quite a few meetings over the past year. We repeatedly discussed why we felt these costs are too high and not justified. In the multiple meetings that we have had with DACC, City representatives suggested that first the operational aspects be looked at to determine if costs can be decreased by cost savings measures, but these ideas were rejected. DACC did delay the first year of implementation to July 1, 2019.

However, in light of the recent news story on CBS Local News, which can be found at the following link: <https://losangeles.cbslocal.com/2018/10/25/goldstein-investigation-la-county-animal-control-workers/>, wherein DACC employees were not operating efficiently and performing personal activities on County time, we respectfully request that any further increases be put on hold until such time as a complete operational and cost savings study be performed on DACC. Cities are not opposed to paying the actual costs for services, but before costs are increased, a detailed look at how costs could be reduced, or operations made more efficient should be performed. This would provide both the Cities and the County with a better perspective on what should be required to successfully operate an animal care and control facility and program as opposed to what is desired. In addition, we believe that the one-size fits all approach adopted by the County's



consultant does not work for such a diverse set of cities that make up Los Angeles County.

Please contact City Manager William Tam at (626) 430-2211 or via email at [wtam@irwindaleca.gov](mailto:wtam@irwindaleca.gov) should you have any questions or would like to meet with him to discuss this issue further.

Sincerely

Albert F. Ambriz  
Mayor, City of Irwindale

cc: William K. Tam, City Manager  
Supervisors: Sheila Kuehl, Hilda L. Solis, Janice Hahn, Mark Ridley-Thomas,  
Marcia Mayeda, Director of DACC

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

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Date: January 23, 2019  
To: Honorable Mayor and Members of the City Council  
From: William Tam, City Manager  
Issue: Acceptance of Manning Pit Remediation and Grading Project

---

**City Manager's Recommendation:**

That the City Council (1) accept the work performed by Windrow Earth Transport Inc. for the Manning Pit Remediation and Grading Project; and (2) authorize staff to prepare the project closure package for the Manning Pit, formerly known as Irwindale Pit No. 1.

**Background and Analysis:**

- 1) In October 2007, the former Irwindale Community Redevelopment Agency approved a License Agreement for Windrow Earth Transport (WET), Inc. to perform remediation and grading of the Manning Pit Project. The following is a summary of the scope of work for this project:
  - a. Remediate the existing uncertified rubble fill that was placed by K & K Contractor.
  - b. Complete the grading of the site with clean soil fill to final surface design elevation.
  - c. Pay for any required environmental and geotechnical oversight to ensure that all import and placed soil meets all regulatory guidelines and to provide all necessary certifications for a buildable site after the completion of the project.
  - d. Mitigate the slit and mining waste products using acceptable methods approved by the City Engineer's office.
  - e. Prepare final closure report to be submitted to State Regional Water Quality Control Board (RWQCB), as required by the Manning Pit Waste Discharge Requirements.
- 2) With the elimination of all redevelopment agencies in the State of California in 2012, the City Council approved the purchase of the Manning Pit from the Successor Agency to the Irwindale Community Redevelopment Agency in August 2014 in order to continue with the remediation and grading of the site.

- 3) After many challenges encountered during the remediation and grading of the site, the Manning Pit Project has been completed in January 2019. As required in the License Agreement, the operator submitted a request to the City to commence the process to close the project.
- 4) According to the grading permit issued to the Windrow Earth Transport, Inc., the onsite drainage improvements and Storm Water Prevention measures were implemented in compliance with the current building code.
- 5) With the project acceptance by the City, staff will put together a final closure package to be submitted to State Regional Water Quality Control Board (RWQCB), as required by the Manning Pit Waste Discharge Requirements.
- 6) Section 15.0 of the License Agreement states that any unexpended amount of the project In Lieu Bond Fee shall revert to the City's Mining Fund at the completion of the project.
- 7) As such, it is recommended that the City Council approve the release of the project In Lieu Bond Fee in the amount of \$210,000 from the Manning Project Trust Fund deposit account and return this amount to the Special Mining Fund Balance upon receiving the final approval from RWQCB pertaining to the closure of the Manning Pit WDRs.
- 8) In addition, it is recommended that the City Council authorize the City Manager to process a Lot Line Adjustment to release the southerly ten foot area that is a part of the engineered buttress fill across the property boundary between the City Manning Pit and the Los Angeles County Flood Control District owned portion of the Manning Pit to the current property owner for future operation and maintenance as required by the City County Cooperative Agreement.


**Fiscal Impact:**

As noted in items B6 and B7 above, a budget adjustment for the \$210,000 transfer from the Manning Project Trust Fund deposit account to the Special Mining Fund will be included with the Mid-Year Budget Adjustments Resolution to reflect the funds being received into the Special Mining Fund.

**Fiscal Impact:**  (Initial of CFO)

**Legal Impact:** (Approved electronically by City Attorney) (Initial of Legal Counsel)

**Contact/Prepared By:** Arsanious Hanna, City Engineer/Building Official  
**Phone:** (626) 430-2215

  
\_\_\_\_\_  
William Tam, City Manager



Item 1A1

IRWINDALE CITY COUNCIL CHAMBERS  
5050 N. IRWINDALE AVENUE  
IRWINDALE, CALIFORNIA 91706

DECEMBER 12, 2018  
WEDNESDAY  
7:31 P.M.

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

**ROLL CALL:**

Present: Councilmembers Larry G. Burrola, H. Manuel Ortiz;  
Mayor Pro Tem Albert F. Ambriz; Mayor Mark A. Breceda

Absent: Councilmember Manuel R. Garcia

Also present: William Tam, City Manager; Fred Galante, City Attorney; Theresa Olivares, Assistant City Manager; Ty Henshaw, Police Chief; Eva Carreon, Director of Finance; Arsanious Hanna, City Engineer; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

**SPONTANEOUS COMMUNICATIONS**

There were no speakers.

**CONSENT CALENDAR**

**MOTION**

A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Councilmember Garcia absent.

**ITEM NO. 1A1**  
**MINUTES**

**MINUTES**

The following minutes were approved as presented:

- 1) Regular meeting held October 24, 2018
- 2) Regular meeting held November 14, 2018

**ITEM NO. 1B**  
**WARRANTS**

**WARRANTS**

The warrants were approved.

**ITEM NO. 1C**  
**CONSIDERATION OF  
RESOLUTION  
APPROVING A  
RECOGNIZED  
OBLIGATION PAYMENT  
SCHEDULE AND  
ADMINISTRATIVE  
BUDGET FOR  
JULY 1, 2019,  
THROUGH  
JUNE 30, 2020**

CONSIDERATION OF RESOLUTION NO. SA 2018-83-3077 OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR JULY 1, 2019, THROUGH JUNE 30, 2020

RESOLUTION NO.  
SA 2018-83-3077  
ADOPTED

**Resolution No. SA 2018-83-3077**, entitled:

“A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE TWELVE-MONTH FISCAL PERIOD BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020,” was adopted.

**END OF CONSENT CALENDAR**

**ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 7:32 p.m.

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Laura M. Nieto, MMC  
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

**City of Irwindale as Successor Agency to the  
Irwindale Community Redevelopment Agency**



Check No	Vendor No	Vendor Name	Check Date	Check Amount
67346	LANCES	Lance, Soll & Lunghard LLP	01/10/2019	564.00
Report Total (1 checks):				564.00

IRWINDALE CITY COUNCIL CHAMBERS  
5050 N. IRWINDALE AVENUE  
IRWINDALE, CALIFORNIA 91706

DECEMBER 12, 2018  
WEDNESDAY  
6:00 P.M.

The Irwindale **HOUSING AUTHORITY** met in regular session at the above time and place.

**ROLL CALL:**

Present: Board Members Larry G. Burrola, H. Manuel Ortiz;  
Vice Chair Albert F. Ambriz; Chair Mark A. Breceda

Absent: Board Member Manuel R. Garcia

Also present: William Tam, Executive Director; Fred Galante, Board Attorney; Theresa Olivares, Assistant Executive Director; Ty Henshaw, Police Chief; Eva Carreon, Director of Finance; Arsanious Hanna, City Engineer; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Assistant Authority Secretary

**RECESS TO  
CLOSED SESSION**

At 6:00 p.m., the Housing Authority recessed to Closed Session to discuss the following:

Conference with Real Property Negotiators  
Pursuant to California Government Code Section 54956.8

Property: 4605 N. Nora Avenue  
APN 8417-002-050

Negotiating Parties: Housing Authority & IMD  
Under Negotiation: Price and Terms

ACTION: Update provided; no further reportable action taken  
(Board Member Ortiz abstained from discussion and  
exited the Closed Session room; Board Member Garcia  
absent)

**RECONVENE IN  
OPEN SESSION**

At 7:32 p.m., the Housing Authority reconvened in Open Session.

**SPONTANEOUS  
COMMUNICATIONS**

There were no speakers.

**CONSENT CALENDAR**

**MOTION**

A motion was made by Vice Chair Ambriz, seconded by Board Member Burrola, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Board Member Garcia absent.

**ITEM NO. 1A1  
MINUTES**

**MINUTES**

The following minutes were approved as presented:

- 1) Regular meeting held October 24, 2018

2) Regular meeting held November 14, 2018

ITEM NO. 1B

IRWINDALE  
HOUSING AUTHORITY  
ANNUAL REPORT FOR  
FY 2017-2018 AND  
SB341 ANNUAL  
REPORT FOR FY  
2017-2018

IRWINDALE HOUSING AUTHORITY ANNUAL REPORT FOR FY  
2017-2018 AND SB341 ANNUAL REPORT FOR FY 2017-2018

1) The FY 2017-2018 Irwindale Housing Authority Annual Report was received and filed; 2) the SB 341 Annual Report for Fiscal Year 2017-2018 ("Report") and the posting of the Report and supporting documentation on the City's website, was approved, subject to approval as to form by Authority Counsel.

**END OF CONSENT CALENDAR**

**ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 7:33 p.m.

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Laura M. Nieto, MMC  
Chief Assistant Authority Secretary

- ☐ City Council
- ☐ Successor Agency
- ☒ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

---

Date: January 23, 2019  
To: Honorable Chair and Authority Board Members  
From: William K. Tam, Executive Director  
Issue: Release of Faithful Performance Bonds for Mayans Housing Development Phases 1 and 2

---

**Executive Director's Recommendation:**

That the Authority Board approve the release of faithful performance bonds for the Mayans Housing Development Phases 1 and 2.

**Background and Analysis:**

On December 18, 2013, the Housing Authority approved the Disposition and Development Agreement between the Irwindale Housing Authority and IMD Enterprises, LLC for the construction of 17 new single-family homes ("Mayans Project"). Phase 1 of the project included construction of 11 new homes: two on Juarez Street, three on Baca Avenue, five on Calle Breceda, and one on Irwindale Avenue. Phase 2 of the project included 6 homes: three on Nora Avenue and three on Hidalgo Avenue.

The developer, IMD Enterprises, LLC, executed the Disposition and Development Agreement and posted the required Faithful Performance Bonds for each phase of construction for the new homes.

The construction of all 17 homes for Phase 1 and 2 have been completed and Certificates of Occupancy have been issued to each home.

With the completion of said construction and issuance of Certificates of Occupancy, the City should release the posted Faithful Performance bonds.

**Fiscal Impact:**

This is no fiscal impact associated with the release of these bonds.

**Review:**

Fiscal Impact:  (Initial of CFO)

Legal Impact: (Approved electronically by City Attorney) (Initial of Legal Counsel)

**Prepared By:** Daniel Co, Assistant Engineer

**Phone:** (626) 430-2296

**Reviewed By:** Arsanious Hanna, City Engineer/Building Official



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William K. Tam, Executive Director